

*County of Glenn  
Planning and Public Works Agency*

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
TO PROVIDE**

**RIGHT OF WAY  
APPRAISAL & ACQUISITION  
SERVICES**

**FOR**

**COUNTY ROAD 44 CULVERT REPLACEMENT PROJECT**

**Federal Aid Project No. STPLH 5911(028)**



**DUE: February 22, 2012 at 4:00 P.M.**

County of Glenn Planning & Public Works Agency  
PO Box 1070  
777 N. Colusa Street  
Willows, CA 95988

Project Contact: Matthew Gomes, Assistant Engineer  
Tel: (530) 934-6530, Fax: (530) 934-6533, Email: [publicworks@countyofglenn.net](mailto:publicworks@countyofglenn.net)

**COUNTY OF GLENN  
PLANNING AND PUBLIC WORKS AGENCY  
WILLOWS, CA**

**NOTICE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**COUNTY ROAD 44 CULVERT REPLACEMENT**

**Federal Aid Project No.: STPLH 5911(028)**

**County Project No. 5911028**

Glenn County Planning and Public Works Agency invites Qualifications and Proposals from qualified consultants to provide right-of-way acquisition services for the above Federal-Aid project.

Qualifications and Proposals must be submitted at or before 4:00 pm on Wednesday, February 22, 2012.

Qualifications and Proposals should be delivered in person or by mail to the following address:

**County of Glenn Planning and Public Works Agency  
Attention: John Linhart, Director of Planning and Public Works  
PO Box 1070 / 777 N. Colusa Street Willows, CA 95988**

The work to be done consists of appraisal, appraisal review, acquisition/negotiation, and detailed title search on a federal aid project culvert replacement near Willows, California in accordance with the requirements outlined in Chapter 13, "Right of Way", of the Caltrans Local Assistance Procedures Manual (LAPM).

Please note that the County is seeking consultants who are able to perform and coordinate all of the above mentioned right-of-way acquisition tasks.

**The UDBE Contract goal is 4.41 percent.**

The County of Glenn affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

A copy of this Request for Qualifications and Proposals can be obtained online at [http://www.countyofglenn.net/govt/project\\_service\\_bids/](http://www.countyofglenn.net/govt/project_service_bids/) Printed copies can be obtained at the Glenn County Planning and Public Works Agency, P.O. Box 1070, 777 N. Colusa Street, Willows, California 95988 or by faxing (530) 934-6533 or Emailing [publicworks@countyofglenn.net](mailto:publicworks@countyofglenn.net)

Technical questions should be emailed to Matthew Gomes at [publicworks@countyofglenn.net](mailto:publicworks@countyofglenn.net) or Faxed to: (530) 934-6533. **Only emailed or faxed requests will receive a response.**

The Board of Supervisors of Glenn County reserves the right to reject any or all Qualifications and Proposals and to waive any defect or irregularity in the Qualifications and Proposals.

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## **SECTION I. OVERVIEW**

### **A. INTRODUCTION:**

The County of Glenn Planning and Public Works Agency (County) seeks right-of-way acquisition services for the County's County Road 44 Culvert Replacement project near Willows, California.

### **B. BACKGROUND:**

Glenn County is located about half way between Sacramento and Redding in Northern California and has a population of 26,950. Land use is largely agricultural with mountains on the west, the Interstate 5 corridor taking you through rich farm land, and the Sacramento River bordering the east side of the County. The County is bordered by Tehama County on the north, Colusa County on the south, Butte County on the east and Lake and Mendocino Counties on the west.

The County intends to contract with qualified professional consultants to provide real property appraisal, appraisal review, acquisition, and detailed title search related to the acquisition of right-of-way for the County's County Road 44 Culvert Replacement project.

It is anticipated that bid advertising for the actual construction of this project will take place in summer 2012. Therefore, legal possession of the required right-of-way for this project will need to take place prior to this date and the consultants' work timeline should take this schedule into account.

This is a Federal-Aid project subject to Caltrans' right of way acquisition procedures and oversight.

### **C. PROJECT DESCRIPTION:**

The project will replace an existing culvert carrying a canal across the roadway on County Road 44 located approximately 1-mile west of State Route 45 with a standard Caltrans reinforced concrete box culvert. There are two canals at the project site. One canal crosses the roadway, the other lies immediately south of and parallel to the road.

Title for the property containing the canal that parallels the roadway is uncertain. A preliminary title search of the property immediately south of the roadway indicates that the canal is not in an easement, but is instead on its own parcel. However, a County Assessor's Parcel Number (APN) has not been assigned to this parcel. As a result, the title company cannot issue a title report for this parcel. To certify the right of way for this project, a chain of title must be determined for this parcel.

The project will require acquisition of temporary construction easements to allow access for construction. Permanent easements or in-fee right of takes are not anticipated. Right-of-way will be acquired from three or four adjacent properties. All temporary construction easement areas will be restored to pre-project condition following project completion.

## **D. SCOPE OF WORK:**

The County seeks a qualified consultant to perform the following general tasks for the County Road 44 Culvert Replacement project. Other tasks required to complete the appraisal and acquisition effort, such as how the title of the canal property will be addressed and cleared, should be addressed in the Qualifications and Proposal to the County. In addition, Qualifications and Proposals should address how 49 CFR 24.102(c) (2) may affect the process as the anticipated value of each of the proposed valuations is less than \$10,000.

### **Task 1: Real Property Appraiser:**

Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations. Each subject property appraisal will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners per Caltrans’ requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Although there is no local opposition to the project and eminent domain is not expected, appraisers shall be available for support for any County eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant’s property valuation information; preparation for, attendance, and testimony at deposition mediation, and trial proceedings as required. Please note: Your proposal should address how you would charge the County for this type of work.

#### Real Property Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of Agency’s decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- Responsibility of sending Title VI information.
- Diary entry of notifications and contacts. Appraisal to contain minimum recognized standards for public acquisition
- (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

#### Real Property Appraiser Minimum Qualifications and Proposals:

Consultants For Real Property Appraiser Services must meet the following minimum Qualifications and Proposals, according to the Caltrans Right-of-Way Manual, and must possess:

- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required:
  - a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000.
  - b) Certified Residential for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.
  - c) Certified General for all real estate without regard to transaction value or complexity.
- Minimum two (2) years' experience in appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
- Specific knowledge and experience appropriate for the type of assignment.

## **Task 2: Review Appraiser:**

Responsible for the preparation of independent and objective written reviews of the real property appraiser consultant's reports. Reviews will be completed in the form of a Review Appraiser Certificate (Exhibit 7-EX-24D of the Caltrans Right-of-Way Manual) for each subject property appraisal in order to ensure appraisal quality and procedure. All reviews will adhere to professional standards, USPAP and the Caltrans Right-of-Way Manual and all applicable laws and regulations. The review appraiser will recommend approval of the reported values to the Planning and Public Works Agency to govern negotiation and settlement. The review appraiser must not be the same individual as the initial appraisal consultant.

Review Appraiser Responsibilities under the Uniform Act:

- Confirmation of Analysis of Highest and Best Use, Damages, and Cost to Cure Damages.
- Confirmation of Valuation.
- Confirmation of Calculations and Report Integrity.
- Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

## Review Appraiser Services minimum Qualifications and Proposals:

Consultants must meet the following minimum Qualifications and Proposals, according to the Caltrans Right-of-Way Manual and must possess:

- Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000 or
- Certified General License for all real estate without regard to transaction value or complexity.
- Minimum two (2) years' experience in reviewing appraisals for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
- Specific knowledge and experience appropriate for the type of assignment.

### **Task 3: Acquisition Specialist:**

Responsible for: “good faith negotiations” with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and County’s standard purchase agreement; coordination with County staff; performance of notary services related to the signing of acquisition documents; escrow coordination with County’s selected title company; assisting County with Right of Way Certification, completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

#### Acquisition Specialist Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30 days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
- Owner to be given reasonable time to consider offering and present material relevant to value determination.
- Payment is required before taking possession unless date of possession clause is used in contract.
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)

- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information.

Acquisition Specialist Services minimum Qualifications and Proposals:

Consultants must meet the following minimum Qualifications and Proposals, according to the Caltrans Right-of-Way Manual and must possess:

- Real Estate Broker’s or Salesperson’s License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum two (2) years’ experience in the acquisition of rights for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

**SECTION II. QUALIFICATIONS AND PROPOSALS SUBMITTAL REQUIREMENTS:**

**A. CONSULTANT SELECTION SCHEDULE:**

Consultant will address the following proposed schedule.

<b>Schedule of Activities</b>	<b>Date</b>
Release of RFQ	February 8, 2012
Deadline for Proposer’s Questions	February 14, 2012
County’s Responses to Questions Due	February 15, 2012
Qualifications and Proposals Due by 4:00 p.m.	February 22, 2012
Anticipated Contract Award	March, 2012

**B. CONTENTS OF QUALIFICATIONS AND PROPOSALS:**

Responses to this RFQ should consist of a single-sided reproducible original, four double sided copies on recycled paper, and include the following:

1. A cover letter identifying the proposer's team, including the name of proposer, and the proposer's principle place of business. The letter is to be signed by an officer of the proposing firm authorized to contract with the County acknowledging and accepting all terms and conditions of the scope of work, Professional Services Agreement, and insurance requirements.
2. Provide a brief overview of the company structure. Provide specific information including the legal name, address, and telephone number of your company, and the type of entity (sole proprietorship, partnership, or corporation). Include the name and telephone number of the person(s) in your company authorized to execute the

proposed contract. Indicate the name and location of the appraisers, review appraisers, acquisition agents, relocation specialists, and other persons proposed for the contract, as well as the roles and responsibilities of each member of the team. Include resumes for each and indicate the experience, preferably within the State of California, each member of the team has with the assigned duties. If the firm is certified as a DBE, please indicate such.

3. For each task, please write a narrative description of the general approach the consultant would use to provide the requested services. The narrative must include the consultant's overall strategy for scheduling work, a schedule of milestones for meeting right-of-way possession deadlines, a description of quality control measures, and a fee schedule charged for such services. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the process should also be discussed.
4. Identify any individuals or firms your company may involve in a joint venture or association, if necessary, to provide the requested services and indicate the role that each sub-consultant or co-proposer would perform. If two or more firms are involved, the Qualification must clearly delineate the respective areas of authority and responsibility of each party, and each firm must sign the Agreement and accept liability for the work bid by the joint venture without regard to the limits of liability set in any joint venture or association agreement. Indicate whether any subcontractor is certified as a DBE.
5. Attach:
  - a) Documentation of any required licensing;
  - b) If consultant already maintains insurance as described in the attached Sample Agreement (Attachment A), please provide a summary of the policies and their limits. Securing this insurance is a condition of award of any assignment.
  - c) Minimum of two (2) references for each Task.
  - d) A listing of past specific assignments demonstrating the firm's experience in the services specified in this RFQ, preferably on behalf of or for public sector clients within the State of California. Descriptions of completed projects, as current as possible, should be submitted. For each reference project, proposers must list (1) the dates and a description of the services that were provided; (2) the names and responsibilities of the team members involved with the referenced work; and (3) for each client agency, the name, address, and telephone number of a contact person who would be most familiar with the services provided.
  - e) If requesting consideration for Appraiser or Review Appraiser services, attach a sample real property appraisal report (single property) that would be similar in scope to what will be necessary for this project.
  - f) A statement including any additional information you believe to be pertinent but not required.
  - g) A statement as to whether the proposer and any subcontractors are sole proprietorships, partnerships or corporations.

- h) A complete Insurance Requirements Questionnaire (see attached form).
  - i) UDBE form (form 10-01) and DBE form (form 10-02) (see attached forms).
6. **UNDER SEPARATE COVER, SEALED AND CLEARLY MARKED “PROPOSAL”** please submit a cost proposal identifying the deliverables for each task, for which, upon satisfactory completion, payment would be made. The cost proposal must include a detailed not-to-exceed budget that identifies the cost of staff, direct expenses, and total cost for each task. The cost proposal shall include a schedule of billing rates and conditions under which the consultant would submit a claim for extra work not covered in the not-to-exceed budget. To be considered responsive, cost proposals must include all work described in this RFQ and the technical Qualification.

### **C. DEADLINE AND DELIVERY LOCATION FOR QUALIFICATIONS AND PROPOSALS**

1. Form: Proposers must submit one (1) signed single-sided reproducible original, and four (4) copies of the signed Qualification and all attachments by 4:00 p.m. February 22, 2012. Late submittals will not be accepted. The County will not, in any manner, be liable or responsible for any late delivery of Qualifications and Proposals. Qualifications and Proposals must be enclosed in a sealed envelope or package and clearly marked "QUALIFICATION TO PROVIDE RIGHT -OF-WAY CONSULTING SERVICES".

Qualifications and Proposals shall be submitted to:

John Linhart, Director of Planning and Public Works  
Glenn County Planning and Public Works Agency  
P.O. Box 1070 / 777 N. Colusa Street  
Willows, CA 95403

2. Due Date: Qualifications and Proposals must be received no later than 4:00 p.m. on February 22, 2012. The Qualification and Proposal due date is subject to change. If the Qualification due date is changed, all known recipients of the original RFQ will be notified of the new date and the information will be posted on the Glenn County Planning and Public Works Agency's website [http://www.countyofglenn.net/govt/project\\_service\\_bids/](http://www.countyofglenn.net/govt/project_service_bids/)
3. General Instructions: To receive consideration, Qualifications and Proposals shall be made in accordance with the following general instructions:
  - a) The signature of all persons signing the Qualification and Proposal shall be in long hand. The completed Qualification and Proposal shall be without alterations or erasures.
  - b) No oral or telephonic Qualifications and Proposals will be considered.
  - c) The submission of a Qualification and Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be

countered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFQ.

### **SECTION III. GENERAL INFORMATION:**

It is critical that the proposer present a key individual (project manager) who is qualified to follow this project from beginning to end. This person must be capable of understanding and communicating with various other professionals and review agencies.

The standard County Professional Services Agreement will be used. A draft copy of this agreement is attached. Please note that worker's compensation and \$1 million of general liability, automobile liability, and professional liability will be required. Proposers must be willing to provide the required insurance and accept the terms of the agreement. With few exceptions, the general terms will not be negotiated. Please return the attached insurance questionnaire with your Qualification.

#### **A. Questions:**

Please direct all questions regarding this RFQ in writing via email to Matthew Gomes at [publicworks@countyofglenn.net](mailto:publicworks@countyofglenn.net) or Faxed to (530) 934-6533. The deadline to submit questions is February 14, 2012. Questions will be answered by email to all proposers that have provided an e-mail address to Matthew Gomes.

The proposer is solely responsible for providing their e-mail address to the County. "Questions and Answers" will not be available on the Glenn County Planning and Public Works Agency's website. Written answers will be considered an addendum to this RFQ. It shall be the proposer's responsibility to make inquiry as to the addendum or addenda issues. All proposers are bound by the addenda, whether or not actually received by the proposer.

#### **B. Rights and Regulations:**

The Glenn County Planning and Public Works Agency reserves the right to accept any Qualification and Proposal, or reject any and all Qualifications and Proposals. The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations.

All Qualifications and Proposals submitted in response to this request shall be deemed public records. In the event that a proposer desires to claim portions of its Qualification exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The County will consider a proposer's request for exemption from disclosure; however, the County will make a decision based upon applicable laws. An assertion by a proposer that the entire Proposal, or large portions, are exempt from disclosure will not be honored.

The County of Glenn shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. The County of Glenn shall be held harmless and free from

any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

All data and information furnished by County or referred to in this RFQ are furnished for the proposer's convenience. County does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Proposers shall satisfy themselves as to the accuracy or interpretation of all such information and data.

C. Alternatives:

Proposers may not take exception or make alterations to any requirement of the RFQ. Alternatives may be submitted as separate Qualifications and Proposals and so noted on the cover of the Qualification. County staff reserves the right to consider such alternative Qualifications and Proposals, and to award a contract based thereon if determined to be in the County of Glenn's best interest and such Qualification satisfies all minimum Qualifications and Proposals specified in this RFQ. Please indicate in your cover letter that the Qualification offers an alternative to the RFQ.

D. Return of Qualifications and Proposals:

Submitted Qualifications and Proposals will be returned only upon request of proposer. All cost Qualifications and Proposals shall be in force for up to 90 days from submittal deadline. If award is not made within 90 days, proposers may be asked to resubmit cost Qualifications and Proposals. Please note that award will not be based solely on the cost proposed.

E. Insurance:

The proposer and any subcontractors must satisfy the insurance requirements of the contract. Please return attached questionnaire with Qualification.

F. Minimum Qualifications and Proposals:

In order to be considered responsive, a Qualification must satisfy all of the following:

1. The proposer has a satisfactory record or performance, including positive references from other clients who have used proposer for similar projects.
2. The proposer will provide qualified, trained personnel who have demonstrated direct experience and knowledge required for this project.
3. The proposer must demonstrate to staff's satisfaction that the proposer has a good understanding of the requirements of the RFQ and has outlined a program which will facilitate the satisfactory fulfillment of these requirements.
4. The proposer has no conflict of interest associated with the project.

#### **SECTION IV. SELECTION PROCESS:**

Qualifications and Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

- A. Responsiveness to the RFQ, indicating an understanding of the scope of work;
- B. Demonstrated ability to perform and provide the services described (and subject to Caltrans oversight) for comparable entities within the State of California within the past 5 years;
- C. Experience and expertise of staff proposed to perform required services;
- D. Ability to complete work within a specific time schedule;
- E. General rates for requested services with 5% preference to local vendors;
- F. Willingness to accept County's contract terms; and
- G. Any other factors the evaluation committee deems relevant.

After the County has selected the top-ranked consultant, the County will review the consultant's cost proposal and proceed to negotiate a contract with that consultant. Negotiations will be terminated if the County fails to conclude an agreement with the top-ranked consultant; new negotiations will then start with the next highest ranked consultant. This process will be repeated until a contract is negotiated successfully.

The County reserves the right to negotiate a contract with any proposer. The County reserves the right to reject any or all Proposals or to waive any defect or irregularity in a Proposal. The County further reserves the right to award the contract to the proposer or proposers which in County's judgment will best serve the needs of the residents of Glenn County.

#### **SECTION V. ATTACHMENTS:**

- A. Professional Services Agreement**
- B. Insurance Questionnaire**
- C. Location Map**
- D. Disadvantaged Business Enterprise Information (UDBE/DBE Commitment)**

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT  
(STANDARD CONTRACT FORM TEMPLATE)

COUNTY OF GLENN

AGREEMENT BETWEEN THE COUNTY OF GLENN AND

(1) \_\_\_\_\_

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This agreement is entered into between the County of Glenn (“County”) and (2) \_\_\_\_\_ (“Contractor”) for the purpose of (3)\_\_\_\_\_.

**1. RESPONSIBILITIES OF CONTRACTOR.**

During the term of this agreement, Contractor shall (4) \_\_\_\_\_

**2. RESPONSIBILITIES OF THE COUNTY.**

County shall (5) \_\_\_\_\_.

**3. COMPENSATION.**

Contractor shall be paid the sum of (6) \_\_\_\_\_ after satisfactorily completing the duties described in this agreement.

**4. BILLING AND PAYMENT.**

Contractor shall submit to (7) \_\_\_\_\_ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) \_\_\_\_\_.

**5. TERM OF AGREEMENT.**

This agreement shall commence on the date of signing and shall terminate (9) \_\_\_\_\_.

**6. TERMINATION OF AGREEMENT.**

If Contractor fails to perform (10) [his/her/its] duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner (11) [his/her/its] obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased. (12) \_\_\_\_\_.

**7. ENTIRE AGREEMENT; MODIFICATION.**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

**8. NONASSIGNMENT OF AGREEMENT.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

**9. EMPLOYMENT STATUS.**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

**10. INSURANCE REQUIREMENTS.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under the contract have begun. The

County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

**Exception:** Workers’ Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

**11. INSURANCE.**

A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “any auto”, code 1 as listed on the Accord form “Certificate of Insurance.”

C. Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance (only applies when contracting for professional services). Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance

protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language. If Contractor has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Contractor and Contractor’s employees and partners.

(13) \_\_\_\_\_.

**12. INDEMNIFICATION CLAUSES**

A. Strongest indemnity language (cannot be used in construction contracts): Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with contractor’s performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County.

B. For construction contracts the following may be used: Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against all claims, damages, losses and expenses (including litigation costs and attorney fees) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

C. Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor’s independent Provider and/or Contractor’s status that would establish a liability for failure to make social security or income tax withholding.

**13. INDEPENDENT CONTRACTOR CLAUSE.**

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he

may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

**14. NON-DISCRIMINATION.**

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

**15. NOTICES.**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: John Linhart, Director  
Glenn County Planning & Public Works Agency  
PO Box 1070 Willows, CA 95988  
[publicworks@countyofglenn.net](mailto:publicworks@countyofglenn.net)

If to Contractor: (15) \_\_\_\_\_

Notice shall be deemed to be effective two days after mailing.

(16) \_\_\_\_\_.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CONTRACTOR**

**COUNTY OF GLENN**

\_\_\_\_\_  
(18)

\_\_\_\_\_  
John Linhart, Department Head  
Approved as to Content and Fund Availability

\_\_\_\_\_  
(19) Tax Identification Number

(20) **APPROVED AS TO FORM:**

\_\_\_\_\_  
\_\_\_\_\_, County Counsel  
Glenn County, California

**ATTACHMENT B**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR  
RIGHT OF WAY SERVICES  
FOR  
COUNTY ROAD 44 CULVERT REPLACEMENT**

**GLENN COUNTY, CALIFORNIA**  
Federal Aid Project No. STPLH 5911(028)  
County Project No. 5911028

Organization Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

**Worker's Compensation**

Do you have limits as required by the Labor Code of the State of California? \_\_\_\_\_

**General Liability Insurance**

Existing Limits \_\_\_\_\_

If your existing limits are less than required by the County of Glenn, what limits can/will you obtain for this contract? \_\_\_\_\_

**Automobile Liability Insurance**

Existing Limits \_\_\_\_\_

If your existing limits are less than required by the County of Glenn, what limits can/will you obtain for this contract? \_\_\_\_\_

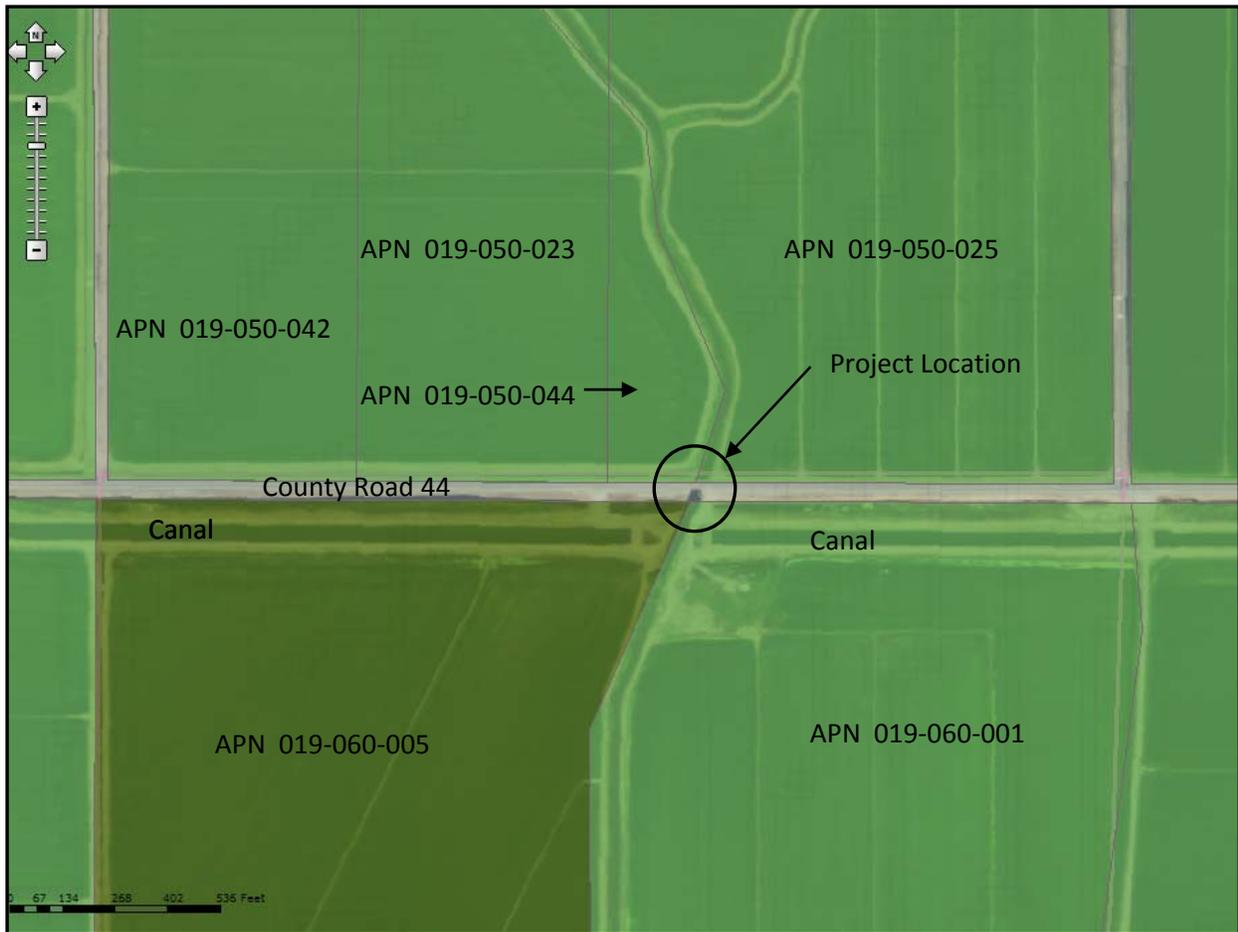
**Professional Liability Insurance**

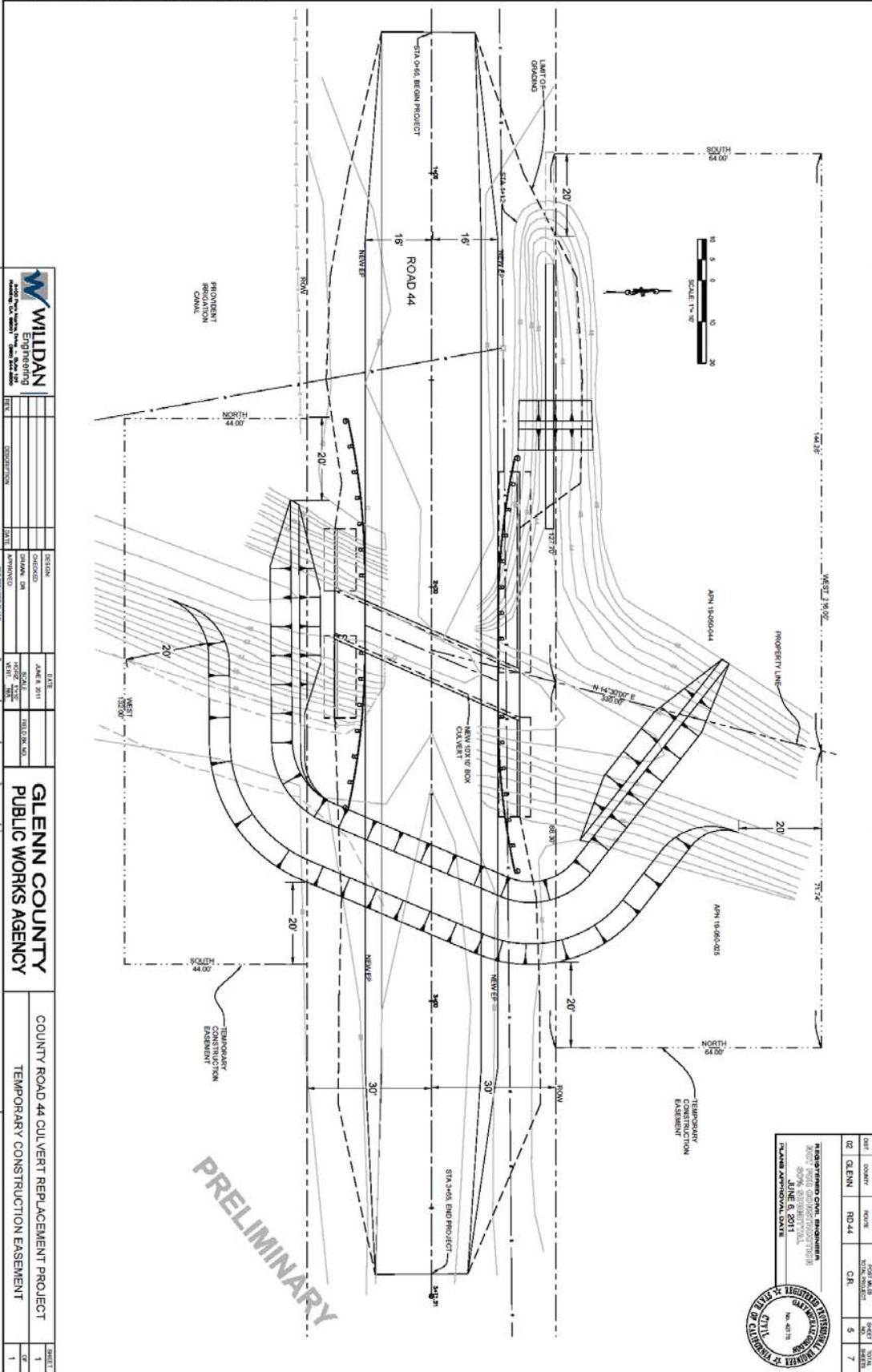
Existing Limits \_\_\_\_\_

If your existing limits are less than required by the County of Glenn, what limits can/will you obtain for this contract? \_\_\_\_\_

# ATTACHMENT C

## LOCATION MAP





DATE	DESCRIPTION	BY

DESIGN	
CHECKED	
APPROVED	

DATE	

**GLENN COUNTY**  
**PUBLIC WORKS AGENCY**

COUNTY ROAD 44 CULVERT REPLACEMENT PROJECT  
TEMPORARY CONSTRUCTION EASEMENT

SHEET	1
OF	7

REGISTERED CIVIL ENGINEER  
STATE OF CALIFORNIA  
JUNE 8, 2011  
CIVIL  
CARMEL APPELLANT, OWNER



DATE	COUNTY	ROUTE	SECTION	SHEET	TOTAL
02	GLENN	RD 44	CR	5	7

## ATTACHMENT D

### Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 3  
District Local Assistance Engineer

The County of Glenn, submits our AADPL information. We have established an AADPL of 4.41% (1.47% Race Neutral; 2.94% Race Conscious) for the Federal Fiscal Year 2011/2012, beginning on October 1, 2011 and ending on September 30, 2012.

#### Disadvantaged Business Enterprise Liaison Officer (DBELO)

The DBELO for the current Federal Fiscal Year is: John Linhart, Director Glenn County Planning & Public Works Agency PO Box 1070 Willows, CA 95988 Tel: (530)934-6530, Fax: (530)934-6533, Email: [jlinhart@countyofglenn.net](mailto:jlinhart@countyofglenn.net)

#### Planned Race-Neutral Measures

The race-neutral measures to be implemented pursuant to 49 CFR Part 26.51 and Section V of the California Department of Transportation Race-Conscious DBE Program Implementation Agreement for Local Agencies may include some or all of the following:

- Disseminating, through written and spoken means, the County's policy of strongly encouraging the use of DBEs;
- Marketing the free training, counseling, and resource website designed to assist small businesses: <http://www.buildcalifornia.org/>;
- Providing assistance with accessing the DBE Directory and obtaining data therefrom;
- Encouraging prime contractors to consider subcontracting items of work they might otherwise perform themselves; and
- Educating potential bidders about DBE requirements, good faith efforts documentation, and related issues through an informative presentation at mandatory pre-bid conferences.

#### Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage, kept by the prime contractor or subcontractor, to a subcontractor. Glenn County selects method 3: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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John F. Linhart, Director  
Glenn County Planning & Public Works Agency

(530)934-6530  
Phone Number





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**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)**

**ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.**

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and sub consultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.





**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE  
INFORMATION (CONSULTANT  
CONTRACTS)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and sub consultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.