

COUNTY OF MENDOCINO FACILITIES & FLEET DIVISION

851 LOW GAP ROAD ♦ UKIAH, CA 95482 ♦ (707) 234-6050
facilities@mendocinocounty.org

REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL & ENGINEERING SERVICES

RFQ No.	76-17
RFP Issue Date:	September 27, 2017
RFQ Submission Deadline:	October 27, 2017
Issued by:	Executive Office/ Facilities & Fleet Division

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INTRODUCTION

The County of Mendocino is seeking services from professional architectural and engineering design firms, licensed in the State of California, for the purpose of providing Architectural and or Engineering services for a variety of County projects. This Request for Qualifications (RFQ) is extended to any architectural and engineering firms licensed in the State of California (hereinafter 'Design Consultant Firm') that meets the minimum qualifications and has the required experience as described below. In the interest of streamlining the procurement process, and reducing the burden on Consultants making proposals on individual projects, the County of Mendocino is soliciting Response Submittals and Work Product Samples as described within this Request for Qualifications (RFQ), which will be used to assess Consultant skills, knowledge, and abilities to provide services over the next three years.

All qualified Consultants will be included in the County's Prequalified List of Design Consulting Firms to be used in future solicitations of specific projects for a period of three (3) years; no further qualification documentation will be required during the three year period. Consultants will be requested to prepare and submit project-specific work plans and cost proposals to be considered for future individual projects.

Prequalified consultants will be required to submit copies of Certificates of Insurance (General Liability and Automobile naming the County of Mendocino as an "Also Insured") within 14 days of their notification of qualification. Consultants must maintain these policies or equivalent replacements in force through the end of the three year period unless they remove themselves from the "Prequalified list".

Based on criteria included herein, one or more Design Consultant Firms will be selected as "ON CALL" Design Consultant Firm for small and rapid response projects. This contract will be for a term of two year with a renewal option for one additional year.

PRE-SUBMITTAL INQUIRIES

A. Pre-submittal procedural or technical inquiries may be directed to:

John C. Johnson
Executive Office-Facilities & Fleet Division
Mendocino County
707-234-6073
Email: johnsonj@mendocinocounty.org

- B. All questions regarding this RFQ shall be submitted in writing (email or fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested consultant(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via e-mail and/ or first class U.S. mail to the last known business address of each consultant known to have received a copy of this RFQ.
- D. The deadline for submitting written inquiries regarding this RFQ is October 15, 2017.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by consultants during the RFQ process. Failure to comply with this requirement may disqualify those Statements of Interest and Qualification from further consideration. Contact is limited to the Mendocino County RFQ Representative listed above for any and all technical and procedural inquiries.

BACKGROUND

Mendocino County has a continuous need for professional architectural and engineering services for a variety of County projects. These projects comprise a wide range of scopes from new design and construction to major and minor improvement and remodel work. Some of these projects involve work related to bringing existing County buildings into compliance with current regulatory requirements including (but not limited to) the California Building Code, Title 24, American with Disabilities Act (ADA), and others. These projects are spread over Mendocino County's entire geographic area. The County intends to procure these services on a continuing as-needed and as-requested basis. Contracts for these projects will be awarded based on informal solicitations from among the pre-qualified Design Consulting Firms. Depending on the value of the contract, contracts will be approved by the Facilities and Fleet Division, the County's Purchasing Agent, or the Board of Supervisors.

The County is seeking to prequalify architects as well as civil, structural, electrical and mechanical engineers as many projects are very specific in nature and may not require architectural oversight.

Attached is the current known list of projects that the County plans to begin during the first year of the term of this qualification (Attachment B). Additional projects of similar scope and character will be added each year. The list is intended to provide submitting firms an idea of the type of work required of the Design Consulting Firms in this RFQ.

SCOPE OF SERVICES

The County seeks to prequalify and select professional architectural and engineering firms to perform a variety of tasks including but not limited to of the following:

1. Programming – Development or refinement of proposed space programs. Programs may include descriptions of functions, spatial requirements, circulation and adjacencies, special equipment and furnishings. Program criteria shall take into account ADA, egress, fire life safety and other building code requirements, and shall

address the flexibility needed to accommodate the issues necessary for functionality by the end users. Work may include assisting the County in preparing for and presenting information to department heads and the Board of Supervisor in public meetings related to projects.

2. Site Planning – Development or refinement of proposed site layouts. Site Plans may include, but not be limited to, building configurations and massing, parking layouts, landscaping and irrigation, drainage systems, site amenities and utility coordination, including compliance with Low Impact Development (LID) and other storm water requirements.
3. Development of Schematic, Design Development, Permit Submittal, Construction Documents and As-Built Drawings to be submitted in both hard copy and digital format. The selected firms shall be required to provide permit submittal drawings and pro-actively respond to plan check comments to ensure permit approvals in a timely manner; and to prepare construction documents sufficient to provide the level of detail necessary to communicate the project intent and constructability to obtain competitive bids through the public agency procurement process. The selected firms shall be responsible for all elements of design coordination.
4. Cost Estimates – Cost Estimates shall be based on current known pricing of labor and materials. Services may include (but not be limited to) consultation with and support of the County in space planning for facility improvement projects, including the generation of rough order of magnitude (ROM) as well as detailed cost estimates. Cost Estimates should include (but not be limited to) evaluation of construction market conditions and constructability of the project based upon the intent of the design documents. Cost Estimating efforts shall also include anticipating the Scheduling of the project as it relates to the potential impact of historic weather patterns, all ultimately coordinated with the County's project delivery requirement.
5. Support During Construction – Services during construction may include, timely professional service support to the County in responding to Contractors' Requests for Information (RFI), evaluation of shop drawings and material submittals, construction observation reports and review of change orders. Attendance at and participation in design review and onsite construction meetings, documentation and preparation of meeting minutes will be required where appropriate.

The County anticipates awarding work to the pre-qualified firms throughout the qualification term. The County's goal in this qualification process is to engage delivery of services by the pre-qualified firms in the most expeditious manner. Consultants will be requested to prepare and submit project-specific work plans and cost proposals to be considered for future individual projects. The County will endeavor to distribute the work to the firms on the qualified list in an equitable manner considering the type and needs of the project and the particular experience of the firms on the qualified list. The County will not guarantee any amount of fees relating to work awarded to any firm on the qualified list.

MINIMUM QUALIFICATIONS

In order to qualify for inclusion on the Prequalified List and to be eligible for selection as an ON CALL consultant, the Design Consulting Firm must meet the following minimum requirements:

- A. Five (5) or more years of public project design experience.

- B. Demonstrable and verifiable (including references with contact information) successful completion of design and construction projects on schedule and within design and construction budgets.
- C. Demonstrate sufficient named/designated staff and resources to meet the requirements of the contract including redundancy of qualified personnel such that key persons can be readily replaced, with County's pre-approval, in the event of illness, employment change or other reason.
- D. Be able and agree to execute and fulfill the terms and conditions of the attached standard County of Mendocino Standard Services Agreement (see Attachment A).
- E. Be able to demonstrate financial stability (i.e. CPA prepared Financial Statements and or established and verifiable relationships with other public entities or clients with major work programs).
- F. If resources outside your firm are to be used, demonstrate and list the Sub-Design Consultants who have extensive experience in the specific discipline of the design work they will provide to the team.
- G. The prequalified Firms must comply with all applicable state and federal regulations regarding equal opportunity employment.

REQUEST FOR QUALIFICATIONS REQUIREMENTS

Letters of Qualifications shall be complete and address each of the following sections. The letter must be typed or printed on 8.5" x 11" paper with each answer or description in the order given below. Focus your response specifically to this Mendocino County RFQ (generic boilerplate non-relevant packages are not desired as a response). Responses should include the ability to meet or exceed each minimum qualification. Submit one (1) original and three (3) copies of the complete Qualification Application.

A. Organization and Approach

1. Describe the organization of your proposed team. Indicate the composition and number of staff and facilities available and experience of your firm/team as it relates to this open-ended scope of work. The ability to provide a full range of services is not required for qualification; be clear and specific about the disciplines, types of services and resources you can provide.
2. Describe your project management approach. Provide a detailed description of how the team, (including sub consultants if applicable), will be managed and the scope of work provided by each firm.
3. Describe your organization's commitment to your responsibility for your work product and your resolution process for addressing deficiencies in your work product and your responsibility for cost escalations or time extensions pertaining to such deficiencies.
4. Describe the roles of key individuals on the team. Provide resumes, references, appropriate certifications and licenses for all key team members. Resumes shall show relevant public sector experience relevant to the general scope of work as well as the length of employment with the proposing firm.
5. Describe how your team will work with the Executive Office, Facilities and Fleet Division staff and identify what information and time commitments will be required

from them for this general scope of work. Indicate where the Design Project Manager on the team will be physically located.

B. Scope of Work to be Provided

1. Include a detailed scope of work statement describing potential service levels to be provided for different types of projects.
2. Describe typical project deliverables for each phase of your work on a given project.
3. Describe your typical project cost control and budgeting methodology.

C. Schedule of Work - Describe your scheduling methodology and approach to schedule management. Provide a typical detailed schedule for all phases of a given project for this general scope of work and proposed services, including (but not limited to) Conceptual Phase, Design Development Phase, Construction Documents (including Specifications from all Disciplines) as well as place holders for reviews and approvals at the completion of each phase of the design.

D. Litigation - Indicate if your firm has ever been or currently is involved with any litigation in connection with your professional services. If yes, briefly describe the nature of the litigation, the status and the result.

E. Hourly Rate Schedule - Provide a Schedule of Values of all fees, pass through (ie; travel, reproduction costs, etc.) and design costs for your firm indicating the job classifications and rates for the proposed staff for the intended scope of work. Show percentage of fee allocated by Management vs Staff of hourly rates.

F. References - Provide three (3) references for clients/projects that are similar to this general scope of work and who can attest to the firm(s) performance. Provide name, contact address and telephone number, with a brief description of a project. The County prefers completed projects, but one project may be ongoing.

G. Agreement - The successful applicant will be required to adhere to the provisions, terms and conditions of the attached standard County of Mendocino, Agreement for Consulting Services. Assumptions or qualifications to the Terms and Conditions or to any provisions in the County Standards must be identified in the Letter of Qualification.

H. Financial Statement – Provide the firm's most recent financial statement in addition to previous two years. It shall be complete in accordance with accepted accounting principles and shall include the following information: Current Assets (cash, accounts receivable, notes receivable, accrued income and deposits); Net Fixed Assets; Other Assets; Current Liabilities (accounts payable, notes payable, accrued expenses, taxes, accrued salaries, accrued Sub-Design Consultant payable and payroll taxes); and the name of the CPA firm preparing the financial statement.

I. Other - Provide any other information regarding the firm's qualifications that is germane or relevant to the consideration for this project.

SUBMISSION REQUIREMENTS

- A. Letters of Qualifications shall be submitted in a sealed envelope, clearly marked: 'Request for Qualifications (RFQ 76-17)' to:

Mendocino County
Facilities & Fleet Division
851 Low Gap Rd.
Ukiah, CA 95482

- B. Letters of Qualifications/RFQ Responses must be received, regardless of postmarked date, no later than **October 27, 2017**, by 2:00 PM. Late, emailed or facsimile proposals will not be accepted and will be returned to sender unopened. For clarity, all submittals shall be assembled in the order of the information requested. It is the Firm's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered. Note: The unauthorized use of the County's official logo is strictly prohibited.
- C. Letters of Qualifications/RFQ Responses received shall remain confidential until the contract(s), if any, resulting from this RFQ/RFQ are awarded. Thereafter, all information submitted shall be deemed public record. In the event that a Firm desires to claim portions of its Proposal as exempt from disclosure, it is incumbent on the Firm to clearly identify those portions with the word "confidential" printed on the lower right hand corner of the page. The County will consider a Firm's request for exemption from disclosure. However, the County will make its decision based upon applicable laws. An assertion by the Firm that the entire Proposal is exempt from disclosure will not be honored.
- D. The Firm is solely responsible for the costs incurred in preparing its Letter of Qualification and/or submittal presentation documents. The County of Mendocino will provide no compensation for such costs.
- E. The County of Mendocino reserves the right to reject any or all Letters of Qualifications and/or RFQ Responses for any reason, to withhold consideration of incomplete responses, to waive informalities or request additional information of the Firms at its (the County's) discretion, and reserves the right to terminate the solicitation and/or evaluation process at any time.
- F. Acceptance of a Letter of Qualifications or other material during the selection process does not constitute a contract and does not obligate the County of Mendocino to award funds. Funding is subject to final contract approval by the County's Purchasing Agent or the Mendocino County Board of Supervisors. The County also reserves the right to reject any or all proposals (Letters of Qualifications/RFQ) without penalty and to act in the best interest of the County as may be required.

EVALUATION AND SELECTION CRITERIA

The Firm selection will be conducted in two phases:

- (1) Qualification Phase: The County will receive and review Letters of Qualifications/RFQ Responses, and verify minimum requirements for pre-qualified consultants; and
- (2) Selection Phase: The County may schedule interviews with the finalists, perform verification of qualifications and background, and select the preferred Firm(s) for contract negotiation. The Letters of Qualification responses shall be based on the information provided in this RFQ. More detailed information and site visits may be requested of the finalists during the Selection Phase prior to the scheduling of interviews (if necessary). The County may elect to visit Firm's offices and/or completed projects of the finalists before making the final selection. Arrangements for these visits will be made during the Selection Phase.

The following criteria will be used in evaluating and selecting the prospective Firm(s):

- A. Completeness of Response. Responses to this RFQ must be complete. Responses that do not include the submittal content requirement identified within this RFQ and subsequent Addenda or do not address each of the items listed above in the consecutive order requested will be considered incomplete, be rated a "fail" in the evaluation criteria and will receive no further reconsideration.
- B. Experiences, Organization and Approach - Experience providing services on similar projects as described in this RFQ and the sample project list (see Attachment B).
- C. Project Team Qualifications - Relevant qualifications, certifications (QSD/QSP, CASP, etc.), education and experience of the individuals and firms who will provide the services including (but not limited to), the proposed design team Sub-Design Consultant's for the applicable disciplines necessary to provide a complete and comprehensive, detailed design for the projects indicated.
- D. Project Control - Quality and performance of previous projects, record of budget and schedule performance, and adequacy of quality assurance and control.
- E. Comparison of billing rates and Fee Schedules.
- F. Any other criteria deemed relevant to selection.

ATTACHMENT A
SAMPLE COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _____, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements

The term of this Agreement shall be from _____, 20 through
_____, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND
YEAR FIRST ABOVE WRITTEN.

DEPARTMENT FISCAL REVIEW:**CONTRACTOR/COMPANY NAME**

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

By: _____

NAME AND ADDRESS OF CONTRACTOR:

_____**COUNTY OF MENDOCINO**By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy**INSURANCE REVIEW:**

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County CounselBy: _____
Deputy**FISCAL REVIEW:**By: _____
Deputy CEO/Fiscal**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information:

(1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and

shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482
Attn:

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled

substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four

- (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.
17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require

COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A**DEFINITION OF SERVICES**

ARCHITECT shall provide the following services:

1. ARCHITECT shall provide those technical, expert, and professional services as described in herein.
2. ARCHITECT has reviewed the project and inspected the project site with representatives of COUNTY for the purpose of determining the nature and scope of the architectural services required by this Agreement.
3. The absence, omission, or failure to include in this Agreement items which are normally considered to be part of an architectural procedure and/or which involve professional architectural judgment shall not be used as a basis for submission of inadequate work or incomplete architectural performance.
4. ARCHITECT and consultants will exercise a normal and professional degree of skill and care in performing services and will be responsible for additional costs to COUNTY on the project because of failure to perform in accordance with this standard.
5. COUNTY relies upon the professional ability and stated experience of ARCHITECT as a material inducement to entering into this Agreement. ARCHITECT understands the uses to which COUNTY will put its work product and hereby assures that all findings, recommendations, calculations, computations, plans and specifications shall be made and prepared in accordance with the highest professional architectural practices.
6. When the Agreement calls for preparation of specifications or estimates, they shall be in a form acceptable to COUNTY. COUNTY will provide ARCHITECT with samples of an acceptable format.
7. When the Agreement calls for preparation of project plans, ARCHITECT shall submit with the design documents such backup information as may be required to support review of said plans. They shall be in a form acceptable to COUNTY.
8. ARCHITECT assures that all work products shall conform to any and all requirements specified in federal, state, or local law, regulation or ordinance, and further assures that all work products provided through this Agreement shall be of the highest work quality.
9. ARCHITECT shall bear the expense of printing and reproduction costs of four sets of all submissions related to the professional architectural services contemplated by this Agreement up to and including final plans and

specifications appropriate for inclusion within bid documents acceptable to COUNTY, at which time ARCHITECT shall release to COUNTY all documents and design drawings. COUNTY shall retain responsibility for printing of all documents above the four sets specified above and further shall be responsible for printing of all documents necessary for bidding and construction purposes; provided, however, that ARCHITECT shall provide to COUNTY reproducible tracings and other original documents necessary for COUNTY to perform said printing.

10. ARCHITECT shall perform any additional services as may be required, due to significant changes in general scope of the project or its design, including, but not limited to, changes in size, complexity, or character of construction. All such additional services requested of ARCHITECT and not included within those services described in Exhibit B or additional services which reflect a significant change from the initial program supplied by COUNTY or a change from any submittals prepared by ARCHITECT and previously approved by COUNTY shall be compensated by COUNTY through execution of a Supplemental Agreement and shall conform to reasonable and customary fees and charges of ARCHITECT.
11. COUNTY shall place at the disposal of ARCHITECT all available information pertinent to the project.
12. COUNTY will examine all studies, reports, preliminary plans, specifications, drawings or other proposals presented by ARCHITECT and render, in writing, decisions or comments pertaining thereto within ten (10) calendar days of receipt thereof.
13. COUNTY shall arrange for access to private property as required by ARCHITECT provided that such access is necessary for the performance of the architectural services described herein and provided that the owners or occupants of any parcel and/or building to which access is required does not consent to entry by ARCHITECT.
14. COUNTY shall be responsible for advertising, award of bid to successful contractor, execution of construction contract, and complete contract administration including supervision of work in progress by construction contractor.
15. COUNTY shall provide for seismic or geological studies of the site and surrounding area as may be required, including offsite improvements (outside the boundaries) of the parcel upon which construction is anticipated and site development plans and specifications. COUNTY shall also be responsible for any survey work required by the anticipated project.

16. The execution of this Agreement by COUNTY shall constitute the ARCHITECT's authority to proceed immediately with the performance of the work described in Exhibit B. Time is of the essence in completing this Agreement.
17. ARCHITECT shall complete all work contemplated by this Agreement and/or specified in Exhibit B attached hereto within a time frame as short as professionally and administratively possible. COUNTY will cooperate in setting meetings and reviewing documents in a timely manner.
18. If COUNTY requests significant modifications or changes in the scope of the project, the time of performance shall be adjusted appropriately.
19. Payments to ARCHITECT, including the total amount of salaries and expenses, shall not exceed (\$_____) for that work set forth in this Agreement and described in Exhibit B. Payments to ARCHITECT shall be based upon itemized invoices submitted by ARCHITECT, and shall be paid within thirty (30) days of receipt of ARCHITECT's invoice.
20. If COUNTY substantially alters the scope of work related to the project, the maximum fee may be adjusted by either a Supplemental Agreement fully executed by COUNTY and ARCHITECT.
21. Duly authorized representatives of COUNTY shall have right of access to ARCHITECT's technical plans, files, and records relating to the project included in this Agreement and may review the work at appropriate stages during performance of the services contemplated by this Agreement.
22. ARCHITECT shall maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at the ARCHITECT's California office during the contract period and thereafter for three (3) years from the date of final payment of compensation herein specified.
23. All original tracings of plans and specifications, together with such backup data as required by this Agreement, shall be and shall remain the sole property of COUNTY. ARCHITECT specifically does not bear responsibility of liability for re-use of Contract Documents except as may be subsequently negotiated.
24. ARCHITECT has reviewed and is aware of the required Notice under Government Code Section 7550, which states in part that "any document or written reports prepared as a requirement of the contract shall contain, in a separate section preceding the main body of the document, the numbers in dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.00".

25. At any time COUNTY may suspend indefinitely or abandon the project, or any part thereof, and may require ARCHITECT to suspend the performance of his service. In the event COUNTY abandons or suspends the project, ARCHITECT shall receive compensation for services rendered to date of abandonment or suspension in accordance with the provisions of paragraph 19 hereinabove.
26. Should COUNTY determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be deemed to be amended accordingly. Such abandonment or cancellation of a portion of the program contemplated by this Agreement shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.
27. If, in the opinion of COUNTY, ARCHITECT fails to perform or provide prompt, efficient, and thorough service, or ARCHITECT fails to complete the work within the time limit specified, COUNTY shall have the right to give notice in writing to ARCHITECT of its intention to terminate this Agreement. Such notice shall be delivered to ARCHITECT at least seven (7) days prior to the date of termination specified in the Notice. Upon such termination, COUNTY shall have the right to take ARCHITECT's studies, preliminary drawings and working drawings, computations and specifications, and any and all other work products insofar as they are complete and acceptable to COUNTY and pay ARCHITECT for its performance rendered in accordance with paragraph 19 herein, prior to the delivery of the Notice of Intent to Terminate less the amount of damages, general and consequential, if any, sustained by COUNTY due to the breach of the Agreement by ARCHITECT. Said termination of the Agreement shall not relieve ARCHITECT of its liability to COUNTY for any damages, general or consequential, which COUNTY may sustain as a result of ARCHITECT's failure to satisfactorily perform its obligation under this Agreement.
28. ARCHITECT will endorse plans, specifications, reports, and documents in accordance with applicable portions of the Business and Professional Code of the State of California.
29. COUNTY and ARCHITECT, their successors and assigns are bound by this Agreement in respect of all covenants of this Agreement.
30. Except as above, neither COUNTY nor ARCHITECT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. However, ARCHITECT reserves the right to assign the proceeds due under this Agreement to any bank or person.
31. In case of the death of one or more members of the firm of ARCHITECT, the surviving member or members shall complete the architectural services covered by this Agreement.

32. ARCHITECT is prohibited from participating as the General Contractor for the same project.

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C**INSURANCE REQUIREMENTS**

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

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]