

County of Nevada  
IGS - Purchasing Division



Request for Qualifications  
For

**Construction Management Services  
for the  
County Operations Center**

Date Issued December 12, 2017

**SOQ Submission Deadline:**  
Thursday, January 18, 2018, 3:00 p.m. Pacific Time

**SOQ Submission Instructions:**

1. Submit one (1) hard copy of complete SOQ to:

**US Mail, Fed Ex, UPS, etc. to:**  
Nevada County Purchasing Division  
Eric Rood Administrative Center  
950 Maidu Avenue  
Nevada City, CA 95959

or

**Hand Deliver to:**  
Nevada County Auditor/Controller's Office  
Eric Rood Administrative Center, 2<sup>nd</sup> floor  
Suite 230  
950 Maidu Avenue  
Nevada City, CA 95959

**AND**

2. Submit one (1) copy of complete SOQ, except Pricing, in PDF format  
to: [submit.proposal@m1.nevcounty.net](mailto:submit.proposal@m1.nevcounty.net)

**Note:** This email address is to be used only for SOQ submission.

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### 1. SUMMARY

The Nevada County Purchasing Agent is requesting Statements of Qualification (SOQ) from all interested providers of construction management services for the County’s Operations Center construction project.

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

An electronic copy may be downloaded from <http://www.mynevadacounty.com/purchasing> . Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to [sandy.balzer@co.nevada.ca.us](mailto:sandy.balzer@co.nevada.ca.us) indicating “Operations Center Construction Management - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1747.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – Operations Center Construction Management” and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One unbound, signed original SOQ and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. The County will not be responsible for a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

Any amendment or addendum to this RFQ is valid only if in writing and issued by the County of Nevada Purchasing Agent.

### 2. CONTRACT AWARD SCHEDULE

Publish RFQ	December 12, 2017
Deadline for Questions	Friday, January 5, 2017 at 5:00 p.m.
SOQ Submission Deadline	Thursday, January 18, 2017 at 3:00 p.m.
Contract Approval (tentative)	February 20, 2018
Services to Begin (tentative)	March 1, 2018

### 3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. Assurance: Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this

project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

- 3.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 3.6. Costs will not be considered in evaluating a SOQ. Any pricing information, if provided, must be enclosed in a sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified offeror based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected offeror; the County will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.
- 3.7. Nevada County reserves the right to:
  - Request clarification of any submitted information;
  - Set aside a SOQ for any irregularity including but not limited to missing information;
  - Not enter into any agreement;
  - Not to select any applicant;
  - Amend or cancel this process at any time;
  - Interview applicants prior to award and request additional information during the interview;
  - Negotiate a multi-year contract or a contract with an option to extend the duration;
  - Award more than one contract if it is in the best interest of the County; and/or
  - Issue a similar RFQ in the future.
- 3.8. Qualified offerors must be prepared to enter into the County's standard Contract, a sample of which is attached as Attachment A to this RFQ. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant Contract and incorporated in the Contract. By submitting a SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof, unless such exceptions are fully disclosed in Offeror's SOQ. Offerors that take exception to the County's standard terms and conditions do so at the risk that their SOQ may be declared to be nonresponsive and not considered for contract award.
- 3.9. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.10. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its

SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.

- 3.11. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).
- 3.12. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

#### **4. BACKGROUND**

Nevada County plans to construct a new facility for its Roads Maintenance, Heavy Equipment Repair, Fleet Services, and Transit Services operations. The project site is at 12350 La Barr Meadows Road, Grass Valley, California. The County has retained LDA Partners, LLP (Architect) to provide architectural design and engineering services and to prepare construction plans and associated bidding documents.

Due to the size, complexity, and high priority of the project, and lack of sufficient staff capacity, the County desires to retain a qualified firm to administer the construction contract and provide construction management and oversight of the project on the County's behalf.

The design documents are presently 90% complete and preparation of construction documents will begin soon. We expect to initiate the contract for construction management services on or about February 1, 2018, at which time we expect that construction documents will be 50% complete. The selected construction management contractor will be expected to participate in the completion of the bid documents in preparation for a Spring 2018 issuance of the construction bidding package. The estimated cost of construction is \$15 million. A copy of the design documents will be made available upon request.

#### **5. DESCRIPTION OF SERVICES REQUIRED**

The selected firm will be expected to provide professional construction management services under the general direction of the County's Director of Facilities. Specific tasks may include, but are not limited to, the following;

##### **5.1. Contract Administration Services**

- 5.1.1. Assist in the preparation of bid documents, evaluation of bids and the preparation of contract documents.
- 5.1.2. Review and monitor the project delivery schedule and amendments thereto. Assist County staff with enforcing the project delivery schedule.
- 5.1.3. Act as a liaison between County staff and the Architect (reference to the Architect herein shall include any sub-consultants retained by the Architect).
- 5.1.4. Coordinate all Requests for Information (RFI) from the Construction Contractor and Architect.
- 5.1.5. Monitor contract compliance and report as needed to the County.
- 5.1.6. Review and monitor invoices from the Construction Contractor.

- 5.1.7. Assist in the review, preparation and processing of any Construction Contract Change Orders, as needed.
- 5.1.8. Assist County staff in creating and maintaining all project files, including requesting necessary documents from the Architect and Construction Contractor, as needed.
- 5.1.9. Coordinate with the Architect, Construction Contractor and County for compliance with all permitting requirements.

## 5.2. Construction Inspection and Management Services

- 5.2.1. Act as the County liaison with the Contractor throughout the construction process.
- 5.2.2. Review and monitor the Contractor's approved construction schedule and amendments thereto. Monitor and enforce the construction schedule on behalf of the County.
- 5.2.3. Require, monitor and document compliance with the Project Plans and Specifications and any related permit requirements.
- 5.2.4. Ensure that inspections are done in accordance with the requirements of cognizant regulatory and permitting agencies.
- 5.2.5. Coordinate and attend the pre-construction meeting and convene and document progress meetings on a regular schedule to be determined.
- 5.2.6. Be present on the construction site while construction activity is in progress.
- 5.2.7. Review contractor performance.
- 5.2.8. Measure the work completed in-place to verify quantities.
- 5.2.9. Prepare daily inspection reports.
- 5.2.10. Monitor for compliance with OSHA, SWPPP, and other safety and health measures, and report to the County as appropriate.
- 5.2.11. Monitor traffic control measures, including placement of traffic control devices.
- 5.2.12. Review all items requiring corrective action and develop a 'punch list' for all corrective actions.
- 5.2.13. Prepare red-line set of record drawings.

## 6. SOQ CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original copy of their SOQ and one copy in PDF format as directed on Page 1 of this RFQ.

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

### 6.1. Cover Sheet (Attachment B)

The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

### 6.2. Introductory Letter

This letter should contain an expression of the offeror's interest in the work, a brief summary statement regarding the qualifications of the firm and key personnel to do the work, and a brief summary of any information about the firm or its personnel that may be useful or informative to the County in evaluating your qualifications.

It is anticipated that the County will provide functional office space for use by the contractor at the County's Facility Services Center in Nevada City and/or at the project site.

**6.3. Qualifications and Experience**

Describe how the team will be organized. Discuss the qualifications and experience of the firm, project manager, project team and any sub-consultants on similar projects. Specific experience with city or county projects and procedures should be also included. Provide a listing of current work commitments to other projects or activities in sufficient detail to indicate that the firm and all of the individuals assigned to the proposed project will be able to meet the schedule outlined herein.

The contractor will be expected to maintain adequate qualified staffing assigned to the project. The County must approve any change in key personnel after the award of a contract before the change is made. In addition, the County reserves the right to request a change in key personnel.

**6.4. Project Approach**

Describe and define in a specific, concise, and straightforward manner, your proposed approach to delivering the project described in this Request for Qualifications. Discuss your approach for ensuring that communication with County staff is adequate and timely, and that submittals are complete and on time. Describe issues which have arisen on previous similar projects and how the consultant addressed those issues. How are you going to manage risk (contract, schedule, etc.) How many hours is it going to take. How would they prioritize the work in case we need to dial back the contract. Monitoring project health. Show how your hours would be phased.

**6.5. Supporting Information**

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

**6.6. References**

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

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

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

**6.7. Cost Information**

Please provide in a separate sealed envelope labeled "Pricing Information" your hourly rates for performing the requested services. This information will not be considered in the evaluation of the Statements of Qualifications.

**7. SELECTION PROCEDURES**

Statements of Qualifications will be evaluated by a Selection Committee using the following evaluation criteria.

Criteria	Maximum Points
Contract administration experience with similar projects	25
Construction management services experience with similar projects	25
Ability to identify key project issues	20

Key project management and staff experience	20
Staffing depth and stability	10
<b>TOTAL</b>	<b>100</b>

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

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

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

**8. INQUIRIES**

Direct all inquiries regarding the SOQ process or SOQ submissions to:

Sandy Balzer, Buyer  
Nevada County Purchasing  
950 Maidu Avenue  
Nevada City, CA 95959  
(530) 265-1747  
sandy.balzer@co.nevada.ca.us

**ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)**  
**PERSONAL SERVICES CONTRACT**  
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Contractor's Name** \_\_\_\_\_

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** \_\_\_\_\_

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \_\_\_\_\_

(§3) **Contract Beginning Date:** \_\_\_\_\_ **Contract Termination Date:** \_\_\_\_\_

(§4) **Liquidated Damages:** \_\_\_\_\_

**INSURANCE POLICIES**

Designate all required policies:		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	_____	_____
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8)	<b>Worker's Compensation</b>	_____	_____
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	_____	_____

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:  
\_\_\_\_\_

**NOTICE & IDENTIFICATION**

(§26) **Contractor:** \_\_\_\_\_ **County of Nevada:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
( ) ( )  
e-mail: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Contractor is a:** (check all that apply)  
Corporation: \_\_\_\_\_ Calif., \_\_\_\_\_ Other, \_\_\_\_\_ LLC, \_\_\_\_\_ Non-profit  
Partnership: \_\_\_\_\_ Calif., \_\_\_\_\_ Other, \_\_\_\_\_ LLP, \_\_\_\_\_ Limited  
Person: \_\_\_\_\_ Indiv., \_\_\_\_\_ DbA, \_\_\_\_\_ Ass'n \_\_\_\_\_ Other

**EDD:** Independent Contractor Worksheet Required: \_\_\_\_\_ Yes \_\_\_\_\_ No  
**HIPAA:** Schedule of Required Provisions (Exhibit D): \_\_\_\_\_ Yes \_\_\_\_\_ No

**ATTACHMENTS**

Designate all required attachments:	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	_____	_____
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	_____	_____
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	_____	_____
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	_____	_____



### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### 1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### 3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### 4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### 5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### 6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of

6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be

deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

#### Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days' notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**ATTACHMENT B: COVER SHEET**

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date