

County of Nevada
Information & General Services
Purchasing Division



Request for Qualifications
For

**Project Management and Design Services for the
Rough and Ready Highway Culvert Replacement Project**

Date Issued: November 15, 2017

SOQ Submission Deadline:

Friday, December 15th, 2017 at 3:00 p.m. Pacific Time

SOQ Submission Instructions:

1. Submit one (1) hard copy of complete proposal 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, 2nd floor
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

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

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1. SUMMARY

The Nevada County Purchasing Agent, on behalf of the Department of Public Works, hereinafter collectively referred to as “County,” is requesting Statements of Qualification (“SOQ”) from interested firms to provide project management and design services.

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

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 Diana.Wilburn@co.nevada.ca.us indicating “Project Management and Design Services for the Rough and Ready Highway Culvert Replacement Project” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – Project Management and Design Services for the Rough and Ready Highway Culvert Replacement Project” and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One unbound, signed original proposal 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.

Questions or requests for clarification of this Request for Qualifications must be submitted in writing no later than the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. Responses to questions will be published in an addendum after the question submittal deadline has passed. The County reserves the right to decline to respond to any questions.

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

2. CONTRACT AWARD SCHEDULE

Publish RFQ	November 15, 2017
Deadline for Questions	December 5, 2017 at 5:00 p.m.
SOQ Submission Deadline	December 15, 2017 at 3:00 p.m.
Final Selection Interviews (tentative)	Week of January 8, 2018
Contract Approval (tentative)	February, 2018
Services to Begin (tentative)	February, 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 the 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 vendor(s). Portions of this RFQ and the vendor'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, and Professional Liability insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
- 3.10. 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.
- 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 SOQ 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 SOQ 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 SOQ as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the SOQ 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 SOQ as possible.

4. BACKGROUND

The existing roadway cross culvert at the intersection of Rough and Ready Highway and Rex Reservoir Road at Squirrel Creek in Grass Valley, CA is approximately 11' in diameter. The culvert is a corrugated metal arch plate. It is unknown when the pipe was constructed. Rough and Ready Highway was previously owned by Caltrans, who abandoned the right of way to Nevada County in the early 1980's. It's likely that the original pipe was constructed by the State of California.

Over the years the bottom of the culvert and culvert inlet and outlet has eroded, affecting the soil supporting the culvert and road surface above. In addition, the pipe has begun to deform, causing a portion of the road surface to drop in elevation. While no imminent danger is apparent, the county wants to repair or replace this culvert.

In 2014 the Nevada County Department of Public Works programmed local funds for the repair or replacement of this culvert. However, a significant reduction in funding due to reductions in gas tax revenue caused the county to cancel the project before any repairs could begin. With the recent passage of Senate Bill 1, the county believes it has sufficient funding to now complete this project.

5. DESCRIPTION OF SERVICES REQUIRED

The selected consultant shall evaluate various options for the repair or replacement of the existing culvert, obtain all the necessary environmental and regulatory permits, prepare project plans, specifications and cost estimates, and prepare any needed right-of-way/easement documents to construct the project. It is anticipated that this project will require an Initial Study for CEQA clearance. Since the project is funded with local revenues, no NEPA clearance is necessary.

Time is of the essence to complete this project. Consultants are encouraged to consider time saving options for design, permitting and construction. In addition, Rough and Ready Highway is classified as a Major Collector and serves approximately 5,000 vehicles per day.

- 5.1. The Consultant will be expected to perform the following:
- a. **Project management:** Provide day to day project management for all aspects of the project. Act as the lead for project development and coordination, and be responsible for development of schedules and all internal coordination as applicable.
 - b. **Progress reports:** Provide the County with detailed monthly progress reports and facilitate monthly project development team meetings if needed.
 - c. **Preliminary alternatives analysis:** Review the culvert condition and develop a preferred alternative for various repair or replacement options.
 - d. **Bridge rehabilitation design and construction documents:** Design and prepare plans, specifications, and construction cost estimates (PS&E) for culvert repair or replacement. It is anticipated that the consultant will prepare an entire specification package – not just the project special provisions.
 - e. **Value engineering and constructability review:** Provide for independent value engineering and constructability reviews performed at 60, 90 and 100-percent progress.
 - f. **Bridge design hydraulic study:** No historical evidence suggests that the current culvert has insufficient capacity. However, a hydraulic/hydrologic study or document should be prepared to quantify culvert capacity and environmental documentation and verify that the proposed culvert design is sufficient.
 - g. **Geotechnical services:** As necessary, perform geotechnical exploration, studies and reporting suitable for culvert design and environmental documentation support (as needed). The consultant shall review existing geotechnical study information to determine the need to provide supplemental or new studies.
 - h. **Engineering, topographic and right of way surveying:** Provide professional surveying services as needed.
 - i. **Constructability review support:** The County will utilize one of its two on-call construction management and inspection services consultants to provide an independent constructability review. The consultant shall coordinate with the County's consultant during this review.
 - j. **Bid and construction support:** Provide support during the project bidding and construction phases.
 - k. **Environmental reporting, documentation and permits:** Consultant will be responsible for all CEQA studies, documentation and permits. As mentioned previously the count anticipates that an Initial Study will be will required for environmental clearance.
 - l. **Regulatory agency permitting requirements:** Consultant will be responsible for coordinating with various regional, state and federal agencies (i.e. Regional Water Quality Control Board, Department of Fish and Wildlife, US Army Core of Engineers, etc.) to acquire all necessary permits and approvals.
 - m. **Property acquisition and utility relocation coordination:** Since Rough and Ready Highway was previously owned and operated by Caltrans, the county expects minimal permanent right of way acquisitions will be needed for the project. However, the consultant shall be responsible for all property and easement acquisitions and utility relocation coordination efforts. The consultant shall review existing right of way information to determine the need for additional property acquisition and utility relocation as needed.
 - n. **Time is off the essence:** The County is delivering the project in an expeditious manner. The consultant shall prioritize the timely delivery of project deliverables with documentation and relevant experience provided by the consultant to support the proposed project schedule.

- 5.2. County shall perform the following unless otherwise noted:
- a. **Project management and oversight:** Provide project oversight, including review of final documents, reports and studies (as needed). Additionally, the County will review and approve project schedules and budgets.
 - b. **Public outreach and meetings:** Serve as project lead for all public outreach activities and public meetings. Consultant may be requested for support services (as needed).
- 5.3. This project will be administered in accordance with the California Department of Transportation, Local Assistance Procedures Manual (current version on the date of contract execution). Consultant shall make themselves familiar with the provisions in the manual located at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>. Many provisions have changed recently. In particular, the provisions in Chapter 10 Consultant Selection have changed within the past six (6) months.

6. CONTENT AND FORMAT REQUIREMENTS

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

SOQs should be kept to a reasonable length and offerors are encouraged to keep the SOQs to a maximum of 25 pages excluding attachments. Project team resumes may be included as attachments and do not count towards the page count limit. Any forms included as Exhibits to this RFQ do not need to be included in your SOQ unless specifically noted (see 6.3.g). These are included for informational purposes, as they may be required in the contract with the successful offeror.

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. Failure to include all requested information may deem a SOQ as non-responsive to this solicitation.

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

Identify the office location or locations where the consultant and any sub consultants will accomplish the work. This letter should contain an expression of the consultant's interest in the work, a brief summary statement regarding the qualifications of the consultant to do the work, and a brief summary of any information about the project team or the consultant that may be useful or informative to the County.

6.3 Qualifications and Experience

Describe how the team will be organized. Identify any proposed sub-consultants and the work that they are proposed to perform. Discuss the qualifications and experience of the firm, project manager, project team and sub-consultants on similar projects. Detail specific experience with other similar culvert repair or replacement projects, including experience with various regulatory agencies involved with the project. Provide a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the needs of the projects based on the earliest possible project construction date.

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

6.4 Project Approach

Describe and define in a specific, concise, and straightforward manner, your proposed approach to delivering the services described in Section 5. Describe your approach for ensuring that communication with County staff is adequate and timely, and that submittals are complete and on time. Describe issues that have arisen on previous similar projects and how you addressed those issues. Describe any innovative techniques that you may utilize for design and constructability.

6.5 Project Schedule

Provide a sample project schedule for a culvert repair or replacement project that illustrates your understanding of how the services listed in Section 5 are typically phased, overlap, and are dependent on one another. Approximate total number of hours should also be shown along with a proposed project schedule showing major milestones and an anticipated project delivery date.

6.6 Applicable References

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

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

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

6.7 Cost Information

Please provide in a separate sealed envelope labeled “Pricing Information” your cost to perform the requested services. This information will not be considered in the evaluation of the Statements of Qualification and will be opened only after the ranking of offerors based on qualifications. **DO NOT INCLUDE PRICING INFORMATION WITH YOUR MAILED SOQ.**

7. SELECTION PROCEDURES

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

Criteria	Maximum Points
Cover Sheet and Introductory Letter Attached*	n/a
Understanding of the work to be done	10
Experience with similar kinds of work	25
Key project staff experience	35
Project schedule	20
Familiarity with regulatory agencies and procedures	10
TOTAL	100

* - Failure to include the cover sheet and introductory letter could result in disqualification.

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly ranked 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 engage into negotiations with that offeror. During this phase, the final scope of work will be developed and a detailed cost proposal will be submitted by the 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:

Diana Wilburn – Buyer
Nevada County Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1766
Diana.Wilburn@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) Commercial General Liability	(\$1,000,000)	_____	_____
(§7) Automobile Liability	(\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8) Worker's Compensation		_____	_____
(§9) Errors and Omissions	(\$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:	_____ Individ.,	_____ 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
Exhibit A: Schedule of Services (Provided by Contractor)	x	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	x	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	x	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	x

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

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

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this 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