

RESOLUTION NO. SD16-007
OF THE BOARD OF DIRECTORS OF
NEVADA COUNTY SANITATION DISTRICT NO. 1

**APPROVAL OF A REQUEST FOR QUALIFICATIONS (RFQ)
FOR THE DESIGN OF THE CASCADE SHORES COMMUNITY
LEACHFIELD PROJECT**

WHEREAS, the Cascade Shores Wastewater Treatment Plant (WWTP) was issued a Time Schedule Order (TSO) by the Regional Water Quality Control Board for violations in effluent quality; and

WHEREAS, the District is pursuing a community leach field project to address the TSO issues; and

WHEREAS, in April 2013, the Sanitation District Board approved resolutions SD13-01 and SD13-02 approving submittal of a State Revolving Fund application to fund the community leachfield project; and

WHEREAS, in March 2014, the Board approved Resolution SD14-02 approving an Initial Study/Mitigated Negative Declaration for the project; and

WHEREAS, in January 2015, the Board, by Resolution SD15-01, approved a ground lease with Nevada County for 40 acres purchased by the County for the leachfield project; and

WHEREAS, in anticipation of funding approval, staff desires to begin procurement of design services for the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of Nevada County Sanitation District No. 1:

1. Authorizes staff to solicit Requests for Qualifications for the design work for the Cascade Shores Community Leachfield Project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Nevada County Sanitation District No. 1, held on the 14th day of June, 2016, by the following vote:

Ayes: Directors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Directors

By: 



Dan Miller, Chair

6/14/2015 cc: NCSD#1*
AC*
Purchasing*

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

**DESIGN SERVICES FOR THE
CASCADE SHORES COMMUNITY LEACH FIELD PROJECT**

Date Issued June 15, 2016

SOQ Submission Deadline:

Friday, July 15, 2016 at 3:00 p.m. Pacific Time

Pre-SOQ Conference

Friday, June 24, 2016 at 10:00 a.m.

at

Eric Rood Administrative Center
950 Maidu Avenue, Nevada City, CA 95959

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, 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 Nevada County Department of Public Works, hereinafter collectively referred to as “County” is requesting Statements of Qualification (SOQ) from civil engineering firms interested in providing design services for a community leach field 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/nc/igs/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 pamela.mowry@co.nevada.ca.us indicating “Design Services for the Cascade Shores Community Leach Field Project - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1692.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – Design Services for the Cascade Shores Community leach Field Project” 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.

A pre-SOQ conference will be held at the Eric Rood Administrative Center at the date and time listed in the CONTRACT AWARD SCHEDULE. Attendance at this conference **is** required. Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above.

Additional 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 in writing and issued by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	June 15, 2016
Pre-SOQ Conference	Friday, June 24, 2016 at 10 a.m.
Deadline for Questions	Thursday, June 30, 2016 at 5:00 p.m.
SOQ Submission Deadline	Friday July 15, 2016 at 3:00 p.m.
Contract Approval (tentative)	August, 2016
Services to Begin (tentative)	August, 2016

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.
- 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

4.1. Regulatory and Fiscal Issues

The Nevada County Sanitation District owns and operates the Cascade Shores Wastewater Treatment Plant (Cascade Shores WWTP). The Treatment Plant provides sewerage service for the community of Cascade Shores and serves approximately 87 connections (approximately 200 individuals). It does not serve the entire Cascade Shores community. The remaining residences are served by individual septic tank/leach field systems. Of the 87 dischargers to the WWTP's sewer collection system, one is a fire station, one is a market, one is a restroom at a recreational area and the remaining are residences.

The treatment plant currently discharges up to 26,000 gallons per day of tertiary-level treated effluent into Gas Canyon Creek. The treatment system consists of combined grit screens at the headworks, an odor control unit, and an equalization tank. Secondary treatment consists of two parallel trains of anoxic moving bed bioreactors (MBBRs), aerobic MBBR, and dissolved air flotation units. Tertiary treatment consists of 12 ultrafiltration membrane filters, two inline ultraviolet light (UV) units, an outdoor re-aeration tank and an effluent meter. Excess sludge is transported to the District's Lake Wildwood Wastewater Treatment Plant to be dewatered, and then is taken offsite for disposal at a landfill. Treated municipal wastewater is discharged at Discharge Point 001 into Gas Canyon Creek.

On July 31, 2008, the Central Valley Water Board adopted Waste Discharge Requirements (WDRs) Order R5-2008-0111 (NPDES No. CA0083241), which included final effluent limitation, in part, for copper. Cascade Shores WWTP has not been able to comply with the final copper effluent limit requirements and is currently operating under a Time Schedule Order (TSO) through December 31, 2018 to achieve compliance.

The primary problem constituent in the Cascade Shores effluent is copper. The likely source of copper is from copper piping for water supply in the residences. The effluent limit for copper is lower

than the minimum copper level for drinking water. Therefore, no controls are required for the drinking water.

In addition to the copper issues, the Cascade Shores zone has fiscal issues. The current fiscal year expense for operating the Cascade Shores Wastewater Treatment Plant is forecast to be \$300,000. In contrast, projected revenue is forecast to be \$212,000. Residents are currently paying \$204 per month, the second highest monthly sewer rate in the state.

To address both the copper and fiscal issues, the District is pursuing construction of a community leach field system. The proposed project, land application through a community leach field, will eliminate discharge into Gas Canyon Creek. It is this discharge into Gas Canyon which is subject to the violations of permit limits for copper effluent. The elimination of the discharge from the treatment plant will reduce the amount of pollutants into Gas Canyon Creek while meeting discharge requirements for land application. The use of land application will also greatly reduce the current operating cost of the wastewater treatment plant and financially stabilize the finances of that zone.

The community leach field project would use the existing Cascade Shores collection system, but would divert influent before it reaches the existing treatment plant. Influent would be pumped to a new site immediately adjacent to the existing wastewater treatment plant site. Unlike the existing site, the new site has soil properties which could accommodate a community leach field system.

The project includes a sewer lift station to pump from the existing collection system to the leach field site, a conveyance force main to the site, leachate tanks, related leach field pipes, motor control center and emergency generator for an estimated cost of \$2.25 million. Of the total project, \$2 million will apply to such costs as: pipe, tanks, lift station and contingency. Soft costs, such as CEQA, engineering development and studies are estimated at \$250,000. The property for the project has been acquired and is under County ownership.

The leach field is anticipated to consist of buried pipe, most likely PVC or similar material. Additional soils testing, including percolation and mantle testing will be conducted by a licensed geotechnical engineer prior to final design of the community leach field system in order to determine soil conditions throughout the proposed leach field area and ensure a suitable septic system design. The designated leach field area will be designed as an oversized pressure dosing system to allow a rest period between applications.

This project will not necessarily require clear cutting of the leach field area. There is flexibility as to the final design and placement of individual leach field pipes (rows). The goal of final leach field design will be to retain the existing character of the site and minimize impacts to native vegetation by utilizing natural open space corridors where possible.

The proposed land application treatment project is forecast to reduce operation and maintenance costs by roughly 75% and utility usage by roughly 80%. Total cost savings are anticipated to exceed \$200,000 per year. Reduced operations/utilities costs and relatively low replacement costs, paired with the available plot of land adjacent to the existing treatment facility for construction of the land application project, make this the recommended project.

The County is soliciting Statements of Qualifications from civil engineering firms qualified to design a community leach field.

5. DESCRIPTION OF SERVICES REQUIRED

Contractor will be required to:

- a. Perform geotechnical investigations to determine the size of required leach field and to identify issues related to underground construction.
- b. Perform a site survey.
- c. Prepare a preliminary design report and cost estimate for the layout of the community leach field.

- d. Prepare and submit 30% design and cost estimate.
- e. Prepare and submit 80% design.
- f. Prepare and submit 100% design and cost estimate.
- g. Assist in the bid and award of construction of the leach field project.
- h. Provide project management, including inspection services.
- i. Provide a Facilities Improvement Construction Completion Report to the Regional Board. This report must certify that all construction and necessary modifications have been made to the Cascade Shores WWTP.
- j. Provide support and engineering services for the decommissioning of the existing Cascade Shores Treatment Plant.
- k. Provide general management support, including budget and schedule tracking.

6. SOQ 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 25 pages or less if possible.

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. Failure to include the cover sheet in **EACH** SOQ may disqualify the consultant from the selection process.

6.2. Introductory Letter

Identify the office location or locations where the consultant and any sub-consultants will accomplish the work. Indicate the name of the firm submitting the SOQ, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should also 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. Discuss the qualifications and experience of the firm, project manager, project team and sub-consultants on similar projects. Specific experience with community leach field projects should be also included. The SOQ should contain 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 in the SOQ (Section 6.5.).

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, the proposed approach to delivering the project described in this Request for Qualifications. The consultant's approach for ensuring communication with County staff is adequate and timely, and submittals are complete and

on time should also be discussed. Describe issues which have arisen on previous similar projects and how the consultant addressed those issues.

6.5. Project Schedule

Provide an anticipated project schedule, including the estimated number of hours expected to be required to complete each phase of the project (including sub-consultant hours).

6.6. Supporting Information

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

6.7. Applicable References

This section should describe work which is similar in scope and complexity to this project and which 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. 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 team’s assignment on the project
- Name, address, email 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.

6.8. 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. **DO NOT INCLUDE THE PRICING INFORMATION WITH YOUR EMAILED SOQ.**

7. SELECTION PROCEDURES

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

Criteria	Maximum Points
Cover Letter Attached*	n/a
Contract administration experience with similar projects	10
Proposed scope of services identifies key project issues	40
Key project management and staff experience and staff stability	40
Proposed Delivery Schedule	10
TOTAL	100

* - Failure to include the cover sheet in **EACH** SOQ may disqualify the consultant from the selection process.

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 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, a sample of which is included as Attachment A to this RFQ, 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:

Pamela Mowry, Administrative Analyst
Nevada County Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1692
pamela.mowry@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:

(§Error! Reference source not found.) **Description of Services**

SUMMARY OF MATERIAL TERMS

(§Error! Reference source not found.) **Maximum Contract Price:**

(§Error! Reference source not found.) **Contract Beginning Date:**

Contract Termination Date:

(§Error! Reference source not found.) **Liquidated Damages:**

INSURANCE POLICIES

Designate all required policies:

	Commercial	General	Liability	Req'd	Not Req'd
(§Error! Reference source not found.) (\$1,000,000)					
(§Error! Reference source not found.) Automobile Liability 300,000) Personal Auto			(\$ _____)		
	(\$1,000,000) Business Rated				
	(\$1,000,000) Commercial Policy				
(§Error! Reference source not found.) Worker's Compensation					
(§Error! Reference source not found.) Errors and Omissions (\$1,000,000)					

LICENSES AND PREVAILING WAGES

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NOTICE & IDENTIFICATION

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County of Nevada:

Contact Person:
()
e-mail:

Contact Person:
()
e-mail:

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	_____ LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Db,	_____ 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)	_____	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	_____	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	_____
Exhibit D: Schedule of HIPAA Provisions (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 **§Error! Reference source not found.**, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at **§Error! Reference source not found.**, 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 **§Error! Reference source not found.**, 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.**;
- (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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.**;
- (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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.** 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 **§Error! Reference source not found.**, ¶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 **§§Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and **Error! Reference source not found.**, 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 **§Error! Reference source not found.**, 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 **§Error! Reference source not found.**, 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 §**Error! Reference source not found.** 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