



County Of Yuba
CALIFORNIA

Request for Qualifications

for

Architectural Design Services

Yuba County Sheriff Facility

SUBMISSION DEADLINE

April 28, 2011
By 5:00PM

Department of Administrative Services
Purchasing Division
Suite 119
915 8th Street
Marysville, CA 95901

TABLE OF CONTENTS

1.	NOTICE INVITING QUALIFICATIONS	1
2.	SCOPE OF SERVICES	
	2.1 Introduction	2
	2.2 Services	2
	2.3 Special Services	4
3.	INSTRUCTIONS TO PROPOSERS	
	3.1 Submission Timeline	6
	3.2 Proposer’s Examination	6
	3.3 Interpretation of Submissions and Documents	6
	3.4 Notice to Proponents	6
	3.5 Legal Responsibilities	7
	3.6 Withdrawal of Submissions	7
	3.7 Irregular Submissions	7
	3.8 Addenda or Bulletins	7
	3.9 Non-Collusion	7
	3.10 Competency of Proponent	8
	3.11 Questions and Comments	8
	3.12 Correspondence	8
	3.13 Delivery of Submissions	8
	3.14 Award of Contract	8
	3.15 Term of Contract	9
	3.16 Workman’s Compensation Certificate	9
	3.17 Insurance	9
4.	SUBMISSION DOCUMENTS	
	4.1 Submittal Information	11
	4.2 Evaluation and Selection Process	11
	4.3 Response to Submission	12
	4.4 Draft Submission Evaluation Form	14
	4.5 Response Form	15
	4.6 Intention to Respond Form	16
ATTACHMENT “A”		
Sample Professional Services Agreement		

COUNTY OF YUBA
1. NOTICE INVITING REQUESTS FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Qualifications will be received at the Office of the Purchasing Agent, c/o Administrative Services, Suite 119, 915 8th Street, Marysville California, phone (530) 749-7880, until **5:00 p.m. on April 28, 2011**, by submitting the qualifications for the following:

“REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL DESIGN SERVICES”

The County of Yuba is accepting qualifications from Architect Consultant firms to provide Architectural Design Services for a new Sheriff Central Office Facility.

Interested firms may submit their qualifications for individual Architectural Design Services as listed in the RFQ for which they are qualified to provide Architectural Services. Selection will be made by an evaluation committee representing the Sheriff, County Administration, and Purchasing. The committee’s recommendation will be presented to the Board of Supervisors. Upon a decision by the Board of Supervisors, final contract negotiations will take place.

Detailed information and scope of Architectural Design Services may be obtained from <http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx> or the County Purchasing Office located in Administrative Services 915 8th Street, Suite 119, Marysville CA at (530) 749-7882. The scope of Architectural Design Services, submission forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all submissions must strictly comply therewith. Late submitted qualifications shall not be considered for review.

The County of Yuba reserves the right to reject any and all RFQ’s and to waive minor irregularities, to accept any RFQ or portion thereof, and to take all RFQ’s under advisement for a period of ninety (90) days.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code, Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or sex of such persons, except as provided in Government Code Section 12940. Compliance with apprenticeship employment standards established by the State Director of Industrial Relations will be required.

County of Yuba hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority / disadvantaged business enterprises will be afforded full opportunity to submit submissions in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

2. SCOPE OF SERVICES

2.1 INTRODUCTION

The County of Yuba is accepting qualifications from firms to provide Architectural Design Services. The County of Yuba will select the consultant firm based on their qualified expertise to perform the Architectural Design Services in their specialized field. This is for a specific project with unique features and needs. The County prefers a partner firm with experience in design of a public safety, police, sheriff, or similar municipal facility but will certainly consider prospective partners with other experiences of a similar size and/or scope. The following is an outline of tasks required of this project. The tasks should include, but not be limited to, what is outlined below. Consultants preparing a response should elaborate on these tasks in their response.

2.2 ARCHITECTURAL DESIGN SERVICES

The County seeks a consultant with qualifications to provide architectural services for improving our recently acquired facility; an existing 55,000 square foot building in the City of Marysville. The facility is of a tilt-up style construction that was formerly an office building for a state agency. We are seeking a potential architectural consultant aid in the redesign of this facility to meet the needs of our Sheriff. These operations will include all of the Sheriff's operations with the *exception* of the jail and the Sheriff Civil function.

The County's intent is to relocate our Sheriff from their current location in the Yuba County Courthouse in Marysville, CA. This will be a remodel / tenant improvement of an existing facility, as well as an auxiliary building(s). We are looking for an architectural partner capable of leading the programming and design of this facility, including:

- A. Municipal Building**
 - 1. Remodel of existing building; it is our intention to initially remodel / improve approximate 44,000 SF of the existing facility; leaving the remaining floor space undeveloped for future expansion.
 - 2. Design of new building; it is also our intention to construct a storage facility for storage of specialty vehicles, and to house an indoor shooting range. The County expects to locate this 'out building' on an adjacent one (1) acre vacant lot property or as an alternative, on the primary parcel adjacent to the main facility.
 - 3. Adherence to all American Disability Act Requirements relating to the development of a public safety facility.

- B. Interior Design**
 - 1. Office Space Planning, programming and adjacencies
 - 2. Office Lighting Design
 - 3. Interior Design including colors, materials and furniture (FF&E)

- C. General Requirements for Architectural Design Services**

The general scope of work would include completing key phases of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide architectural design services including but not limited to:

1. Working drawing plans including site plan, floor plan, roof plan, framing plans, foundation plans, interior and exterior elevations, plumbing and electrical site plans, and specifications according to building code and/or owner's criteria, and all details necessary to clearly communicate the work involved. Plans of the existing building are available.
2. Able to design Leadership Energy Environmental Design (LEED) Building and register building for certification.
3. Assist in identifying any applicable Pacific Gas & Electric (PG&E) incentive opportunities
4. Maximize use of 'green' or environmentally friendly products. Provide list of products and/or specifications.
5. Provide specifications and lists for standardized services, equipment or materials that are used throughout County buildings or new construction to create compatibility throughout existing and new buildings.
6. Complete constructability reviews.
7. American Disabilities Act compliance methods to be used; including ADA guidelines currently in effect or anticipated to be in effect at time of completion.
8. Provide Storm Water Pollution Prevention Plan (SWPPP) drawings for project as required.
9. Provide check off lists for each phase of construction showing what is needed at which stage to minimize any "missed" items or work steps that need to be completed before moving to next phase.
10. Locate and plan the relocation of existing utilities and easements.
11. Estimate the cost of utility relocation and points of connection from private utility companies for construction budget purposes. This need to be coordinated in the project planning stage with County Planning / Civil Engineer.
12. County Planning Commission / Civil Engineering services including lot line adjustment(s) or right of way dedication if required.
13. Preliminary grading and final grading plans.
14. Structural engineering services.
15. Prepare landscape and irrigation plans.
16. Survey services.

17. Must be well versed in environmental issues as well as knowledgeable in requirements for Feather River Air Quality Management District (FRAQMD).
18. Prepare cost estimates for project.
19. Submit plans for plan check and owner's review process, including making revisions as necessary to obtain all required approvals.
20. Photo copies of program prints and pick up.
21. Participate in construction and project oversight as needed/required.
22. Prepare bid documents incorporating the County's bid specifications, special provisions and project's specifications.
23. Provide "as-built" drawings in an electronic format to be mutually determined.
24. Must have a written plan for closing out project in conjunction with the County's responsibility for project finalization.
25. Prepare design sample boards, color renderings and/or models.
26. Make presentations to County Staff, County Board of Supervisors, County Commissions, and others as required.
27. Bring in additional design and consultative resources as necessary to complete communications and network design; including:
 28. Space planning for IT equipment and communications equipment
 29. Design of networking pathways
 30. Design of UPS and generator systems
 31. Design of server rooms, networking closets, and supporting systems (i.e.,: dedicated HVAC, electrical, etc)

2.3. SPECIAL STUDIES SERVICES including but not limited to the following:

- A. Indoor shooting range
- B. Property / evidence room
- C. Special communications needs (i.e., tower)
- D. Interrogation room(s)
- E. Parking design
- F. Lighting design

General Requirements for Special Studies Services

The general scope of work would include completing key phase of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide special studies services including but not limited to:

1. Working drawing plans including site plan, landscaping plans, irrigation plans, plumbing and electrical site plans, foundation plans where applicable, and specifications according to current building code and/or owner's criteria, and all details necessary to clearly communicate the work involved.
2. Working with the Sheriff's Office to define specific requirements regarding shooting range, storage facility, property room, interrogation room(s), communications tower (and any other custom or specific communication needs), Federal Aviation Administration and hazardous material regulations.
3. Working with County Officials regarding needs for the County regarding public parking lot and lighting design.

3. INSTRUCTIONS TO PROPOSERS

3.1 SUBMISSION TIMELINE AND LOCATION

CLOSING DATE: April 28, 2011 @ 5:00 p.m.

LOCATION: Purchasing Office
c/o Administrative Services
Suite 119
915 8th Street
Marysville, CA 95901

3.2 PROPOSER'S EXAMINATION

Before submitting a response, the proponent shall carefully examine the scope of services and other contract documents, and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work. By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard County contract documents, and that it is capable of performing quality work to achieve the County of Yuba's objectives.

3.3 INTERPRETATION OF SUBMISSIONS AND DOCUMENTS

If any person contemplates submission of a response for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the document, he/she may submit to the Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents and will be posted on the County website. The Purchasing Office will not be responsible for any other explanation or interpretation of the proposed documents.

3.4 NOTICE TO PROPONENTS

The proponents shall be considered based on the best overall value to the County. The County Board of Supervisors shall decide in its sole and absolute discretion whether to enter into a contract at all, even if there are one or more qualified proponents. As this is a request for qualifications, the County **shall not be limited to awarding to the lowest responsive proponent**, but instead shall be entitled to select the consultant they feel **will best understand its requirements, and most able to respond to its needs**.

It can then negotiate for the best overall value to the County. The County staff may, but is not obligated to, conduct interviews with proponents. The County may automatically disqualify any submission that does not meet the terms and conditions set forth in these Section 3 - Instructions to Proposers.

3.5 LEGAL RESPONSIBILITIES

All responses must be submitted, filed, made, and executed in accordance with State and Federal laws relating to submissions for contracts of this nature whether the same are expressly referred to herein or not. Any Proposer submitting a response shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

3.6 WITHDRAWAL OF SUBMISSIONS

A Submission may be withdrawn by a written request signed by the proposer. Such request must be delivered to the Purchasing Office's designated official prior to the hour due stipulated in the Section 4.1 – Submittal Information. The withdrawal of a submission will not prejudice the right of the proposer to submit a new submission, providing there is time to do so.

3.7 IRREGULAR SUBMISSIONS

Unauthorized conditions, limitations, or provisions attached to a response will render it irregular and may cause its rejection. The completed submission forms shall be without interlineations, alterations, or erasures. Alternative responses will not be considered unless specifically requested. No oral, telegraphic, or telephonic submission, modification, or withdrawal will be considered.

3.8 ADDENDA OR BULLETINS

All proposers are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the service required for this project. Each proposer shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the contract documents shall be considered in the response, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in the response any such addenda issued may render the submission irregular and may result in its rejection by the County.

3.9 NON-COLLUSION AFFIDAVIT

Proposer shall declare that the only persons or parties interested in the response as principals are those named therein; that no office, agent, or employee of the County of Yuba is personally interested, directly or indirectly, in the response; that the submission is made without connection to any other individual, firm, or corporation making a response for the same work; and that the response is in all respects fair and without collusion or fraud.

3.10 COMPETENCY OF CONTRACTOR

No submission will be accepted from or contract awarded to a proponent who is not licensed in accordance with the law, who does not hold a license qualifying them to perform work under this contract, to whom a submission form has not been provided and who has not successfully performed on projects of similar character and scope. The proponent may be required, before the award of any contract, to show, to the complete satisfaction of the County, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The County may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the County all information requested for this purpose.

3.11 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing, either by mail, email or facsimile to the Purchasing Office's designated official, no later than seven (7) days before the Submission Deadline. The questioner's company name, address, phone / fax number, and contact name must be included with the question(s) or comment(s). Responses, if any, made by the County will be sent in writing to all known response holders and posted on the website.

3.12 CORRESPONDENCE

All correspondence is to be submitted to:

Andrea Armstrong
Administrative Services
Purchasing Office
Suite 119
915 8th St
Marysville, CA 95901
aarmstrong@co.yuba.ca.us

3.13 DELIVERY OF SUBMISSIONS

Five (5) copies of the response, and a digital 'soft' copy, shall be submitted in response to this solicitation. Submissions may be mailed or delivered by messenger. However, it is the proponent's responsibility alone to ensure delivery of the document to the hands of the County Purchasing Office or designated official prior to the hour due stipulated in the "Request for Qualifications." Late submittals will not be considered. Fax submittals will not be accepted. Submissions shall be enclosed in a sealed envelope plainly marked on the outside, "Architectural Design Services."

3.14 AWARD OF CONTRACT

Issuance of this Request for Qualifications and receipt of submission does not commit the County to award a contract. After evaluation of all submittals for Architectural

Design Services, an Architectural firm will be chosen based on their qualifications by the Yuba County Board of Supervisors.

3.15 TERM OF CONTRACT

Contract period shall be limited to this specific project. Proposer understands that this contract shall not bind nor purport to bind the County of Yuba for any contractual commitment in excess of the original contract period. In the event the County exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3.16 WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to County of Yuba along with the other required contract documents, prior to performing any services.

3.17 INSURANCE

Prior to the commencement of any services hereunder, Consultant shall provide to the County certificates of insurance with the County named as additional insured. Such policies shall be subject to approval by the County and shall require thirty days notice to the County before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Consultant.

- (1) Worker's Compensation Insurance covering all employees and principals of the Consultant, in a minimum amount of \$2 million per accident, and meeting the laws of the State of California;
- (2) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$5 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
- (3) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of \$2 million combined single limit per accident for bodily injury and property damage.
- (4) Errors and omissions professional liability insurance appropriate to Consultant's profession. Such insurance shall be in an amount not less

than \$1 Million per claim (final amount may be negotiated depending on final scope of work), and shall be endorsed to include contractual liability. In addition, such insurance shall be maintained for a period of five (5) years following completion of the Project.

4. SUBMISSION DOCUMENTS

4.1 SUBMITTAL INFORMATION

- A. Submittal of Response: Five (5) copies of each response and a digital file (PDF format) shall be submitted in response to this RFQ. The response(s) shall be submitted no later than **5:00 p.m. on April 28, 2011** and be addressed as follows:

County of Yuba
Administrative Services
Purchasing Office
Suite 119
915 8th Street
Marysville, CA 95901

Late submittals will not be considered. Fax submittals will not be accepted.

- B. Examination of the content of the RFQ: By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the RFQ's and conditions of the standard County contract documents (Professional Services Agreement - attached), and that it is capable of performing quality work to achieve the County of Yuba's objectives.
- C. Pre-Contractual Expenses: The County shall not be liable to pay any cost incurred by any firm or persons in submitting a response(s) to this request for qualification.
- D. Contract Award: Issuance of this RFQ and receipt of submission does not commit the County to award a contract. The County reserves the right to accept or reject any or all responses received in response to this RFQ; reject or cancel in part or in its entirety this request for response. Similarly, all responses to this request for qualifications shall become the property of the County and will be retained or disposed of accordingly.

4.2 EVALUATION AND SELECTION PROCESS

- A. Submittal Review: Submissions will not be opened in public; they will be opened by an evaluation committee comprised of members from the Sheriff's Office, County Administration, and Purchasing. The committee will review and evaluate each submittal to determine if it meets the submission requirements for Architectural Design Services as defined in Section 4 Submission Documents and all subsections. Failure to meet the requirements will be cause for eliminating the applicant from further consideration. The committee will also communally develop scoring criteria by which to quantitatively rank

the Submissions *prior* to opening. A *sample* of the ranking criteria is in Section 4.4 of this document. Once the committee has conducted a review of the submitted responses, the committee may decide to create a short list of applicants to schedule for oral interviews.

- B. Oral Interview: Applicants meeting the submittal requirements may be requested to participate in an oral interview at County's discretion. Applicants will be notified in writing of the time and place for the interview. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
- C. Selection: Based on the committee's evaluation and utilizing the RFQ's scoring method of each applicant's qualifications, additional data submission and oral interview, the firms will be ranked by the evaluation committee.
- D. Final Selection Process: After the document review and the interviews, the evaluation committee will make their final recommendation to the Board of Supervisors. The selection by the Board of Supervisors will be final.

Once the Board has made their final selection, the Purchasing Office will initiate the contract negotiations with the selectee. **If the Selectee and the County cannot come to an agreement, the Board may direct negotiations to occur with the second choice Consultant.**

Errors and Omissions Insurance will be required prior to contract execution. The Consultant shall obtain and provide and maintain at its own expense during the term of this agreement, a policy or policies of liability insurance of the type and amounts described in more detail in the RFQ.

4.3 RESPONSE TO SUBMISSION

Response shall be submitted using a simple method of fastening and shall include a digital file (PDF format) with the document.

- A. Introduction: This document at a minimum must contain the following:
 - 1. Identification of the offering firm including name, address, telephone, fax number, and email address;
 - 2. Acknowledgment of the receipt of RFQ addenda (if any); and
 - 3. Name, title, address and telephone number of contact person during the evaluation period.
 - 4. List of Sub-Consultants

- B. Qualifications: The overall capabilities of the consultant's and sub-consultants organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top level management and ability of persons assigned to perform the work. Include possession(s) of appropriate licenses and certifications.
- C. Personnel: This section must delineate the experience and/or background of the personnel that would be *dedicated to this specific project* and provide an organizational chart.
- D. Reference: List three (3) clients for whom comparable services have been performed within last five years. Include the name, mailing address, email address, and telephone number of each client's principal representative.
- E. Authorization: The submission shall be signed by an official or combination of officials authorized to bind the firm on the enclosed response for (Section 4.5).
- F. Insurance: Insurance certificates will be required prior to contract execution. Special attention is directed to review the indemnification and insurance requirements in the contract documents (Professional Services Agreement). **Document must state that Consultant has read the County of Yuba indemnification and insurance requirements and shall meet these requirements upon selection.**
- G. Response: Submissions shall be typed and submitted on 8 ½ " x 11" paper, using a simple method of fastening. Excessive or lengthy narrative is discouraged; presentation shall be clear and concise. At a minimum the Responses shall be submitted using tabs with the following format:
- Tab 1 – Introduction and Response Form
 - Tab 2 - Qualifications
 - Tab 3 - Personnel
 - Tab 4 - Reference

4.4 <<<DRAFT>>> SUBMISSION EVALUATION FORM

Proposer's Name:

FACTOR	WEIGHT	SCORE (0-4)	WEIGHT SCORE
1. QUALIFICATIONS OF COMPANY / CONSULTANT			
Relevant experience of company / public safety experience	15		
Area(s) company excels	10		
Relevant experience of staff assign	20		
Reputation of company based upon references	5		
2. TECHNICAL APPROACH			
Consultant methodology <ul style="list-style-type: none"> ○ Research ○ Project Approach ○ Clarity of Submission 	20		
Responsiveness to meet or exceed request for qualifications	10		
Design intent	10		
Quality of Illustrative Materials	5		
3. SERVICE SCHEDULE			
Demonstrate ability to complete assignments in a timely and budgeted manner.	5		
TOTAL	100		
SCORE: 0=Unacceptable 1=Poor 2=Fair 3=Good 4= Excellent			

4.5 RESPONSE FORM

TO: County Of Yuba

FROM: _____
Company Name

Address

City / State / Zip

Phone Number Fax Number

Email Address

Authorized Signature Title

Authorized Signature (*Print Name*) Date

The above-signed agrees to furnish to the County of Yuba with the scope of services and conditions set forth in the Submission in detail without exceptions other than by mutual agreement.

4.6 INTENTION TO RESPOND FORM

To be on the proposal holder list, and to be assured of receiving all addendums and all Request for Qualification questions and updates, the following information must be submitted to County of Yuba via email at: aarmstrong@co.yuba.ca.us

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name: _____

Mailing Address: _____

Primary Contact Address: _____

Primary Contact Email: _____

Primary Contact Phone: _____

Secondary Contact Address: _____

Secondary Contact Email: _____

Secondary Contact Phone: _____

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

ATTACHMENT “A”

PROFESSIONAL SERVICES AGREEMENT

The draft that follows is the County’s standard Professional Services Agreement. This may be substituted with the standard AIA Agreement(s) by mutual consent of the Parties.

< < < **DRAFT** > > >
**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for _____services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year(s), unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any

failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

Attachment E – Insurance Provisions

9. TERMINATION. COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Chair
Board of Supervisors

Owner / Principal

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

A.1.6.

A.1.7.

A.1.8.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed _____ (\$ _____); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed _____ (\$ _____) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 HAZARDOUS MATERIALS. CONSULTANT shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONSULTANT shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.6 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever

corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.7 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.8 SECURITY CLEARANCE AND BACKGROUND CHECK. CONSULTANT shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONSULTANT personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONSULTANT's expense and shall be coordinated by the CONSULTANT with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONSULTANT personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONSULTANT will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONSULTANT's assigned personnel. CONSULTANT personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONSULTANT to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONSULTANT is unable to perform the work with persons acceptable to the COUNTY.

C.9 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

D.5 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for

removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT

completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of

interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
Suite 119
915 8th Street
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street
Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Insert Consultant name / address

ATTACHMENT E
INSURANCE PROVISIONS

<<to be added>>