



County of San Benito
Resource Management Agency

2301 Technology Parkway, 1st Floor
Hollister, CA 95023
www.cosb.us

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REQUEST FOR QUALIFICATIONS (RFQ):
ARCHITECTURAL AND ENGINEERING SERVICES

FOR

***San Benito County Free Library Expansion
30% Design***

Statement of Qualifications DUE:
August 31, 2023 at 5:00PM

CONTACT: Steve Loupe, Public Works Administrator

(831) 902-2271

Sloupe@cosb.us

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SECTION 1: INVITATION

The County of San Benito seeks qualifications from licensed and insured Architectural firms for the following:

***RFQ Architectural and Engineering Services
San Benito County Free Library Expansion
30% Design***

The County of San Benito, Department of Public Works, is seeking qualifications from licensed Architecture and/or Engineering firms specializing in Civic and Commercial structures. The selected consultant(s) will provide architectural design services and site engineering plans. A cost estimate will also be required for this scope of work, however, the production of specifications will not be required. These documents will be developed to a 30% design level and will be provided to a design-build (DB) team and used as the framework for the remaining design and ultimate construction of the project.

The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Adjacent counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1396 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450 foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25.

The current population of San Benito County is approximately 68,000 inclusively. The County has two incorporated cities – Hollister, population 43,000, and San Juan Bautista, population 2,200.

SECTION 2: INSTRUCTIONS TO RESPONDENTS - CONSULTING SERVICES

2.1 Preparation of RFQ

Respondents shall submit the completed Statement of Qualifications (SOQ) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name and RFQ description. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. SOQs must be completed in ink, typewritten, or word-processed.

2.2 RFQ Process Schedule

The following is an anticipated RFQ and engagement schedule. The County may change the estimated dates and process as deemed necessary.

Activity	Date
Release RFQ	08/08/23
Deadline for Submittals	08/31/23
Notify Consultants of Final Selection	Estimated 09/07/23
Enter into Contract with Selected Consultant	Estimated 09/26/23

2.3 Submission of Response to RFQ

Respondent shall submit five (5) sets of the completed SOQ forms, including the following:

1. Part A - maximum 20 Pages
 - a) Cover letter 1 Page
 - b) *Project understanding* 2 Pages
 - c) *Firm qualifications* 3 Pages
 - d) *Resumes of key staff* 6 Pages
 - e) *Experience with Similar Types of Projects* 3 Pages
 - f) *Technical Project Approach* 4 Pages
 - g) Hourly Fee Schedule 1 Page (within separate, sealed envelope)

2. Part B – All of the following Exhibits
 - Exhibit A: Respondent Fact Sheet
 - Exhibit B: Customer References
 - Exhibit C: Designation of any Sub-Contractors
 - Exhibit D: Non-Collusion Declaration
 - Exhibit E: Insurance Requirements

Responses to the RFQ shall be delivered in a sealed envelope clearly marked as:

**RFQ Architectural and Engineering Services
San Benito County Free Library Expansion
30% Design**

, addressed to:

County of San Benito
Public Works Department
Attn: Steve Loupe
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023

2.4 On Site Inspection

Respondents are welcome to visit the site of the proposed expansion. The County's public library is located at 470 5th St, Hollister, CA 95023.

2.5 Response Due Date

The deadline for submitting a response to this RFQ is on **August 31, 2023 @ 5:00 p.m.**, at the Public Works Department, 2301 Technology Pkwy., 1st Floor, Hollister, CA 95023. SOQs received will be available to the public for review after the award of the contract.

2.6 Multiple SOQs

Only one SOQ will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one SOQ.

2.7 Late Responses

All responses to the RFQ must be delivered in person or received by mail no later than specified in Section 2.5. Respondents shall be responsible for the timely delivery of their SOQs. Responses received after the deadline will be unopened and discarded.

2.8 Point of Contact

All questions regarding this RFQ shall be directed to the Public Works Department, Steve Loupe who may be reached by e-mail at sloupe@cosb.us or by phone at (831) 902-2271. No other individual has the authority to respond to any questions submitted unless specifically authorized by Steve Loupe. Failure to adhere to this process may disqualify the Respondent.

2.9 References

Respondent shall submit Exhibit B—Customer References with SOQ.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration furnished by the County as Exhibit D of this document.

2.11 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs are to be firm through the end of the contract term.

2.12 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs without indicating any reasons for such rejection,
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any SOQ or procedure, as part of the RFQ or any subsequent negotiation process.
- Terminate this RFQ and issue a new Request for Qualifications anytime thereafter.
- Procure any materials or services specified in the RFQ by other means.
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the SOQ or other data available to the County. Such disqualification is at the sole discretion of the County.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the County.
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible.

2.13 Notification of Withdrawals of SOQs

SOQs may be modified or withdrawn prior to the date and time specified for SOQ submission by an authorized representative of the respondent or by formal written notice. All SOQs not withdrawn prior to the response due date will become the property of the County of San Benito.

2.14 Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the respondent shall notify the County in writing at once (e-mail is acceptable). The County will send written instructions or addenda to all participants in this RFQ process. The County shall not be held responsible for oral interpretations. Questions must be received at least five (5) days before the SOQ due date. All addenda issued shall be incorporated into the Contract.

2.15 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.16 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.17 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement may be executed by both parties.

2.18 Consultant Responsibility and Performance

The County will consider the Consultant to be the sole point of contact with regard to all contractual matters.

Consultant shall provide the services of one or more qualified contract or project manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Consultant have local representation to provide onsite consultation/problem resolution if required.

2.19 Consultant Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your SOQ. All responses shall reference the RFQ paragraph number.

- a. Experience: Consultant shall be an established firm conducting business of the nature specified in this RFQ for a minimum of ten (10) years. Consultant shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of three customer/client references. See Exhibit B.
- c. License: Consultant must possess and provide a copy of license or permit to do business in the State of California.
- d. Other Information: Any other information the Consultant deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to

these documents will be issued in writing via addenda by Steve Loupe or designee, to be emailed, or mailed to all prospective respondents if/when necessary.

2.21 Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

SECTION 3: EVALUATION CRITERIA

The Consultant Selection Committee may interview the top three Consultants on the short list. The County **does not** desire the Consultants to prepare a formal presentation. It is our intent to discuss the project with the Consultants' lead project personnel in an interview format. If an interview process occurs, the final ranking of the Consultants will be based on the results of the interview.

However, the County may bypass the interview and begin negotiations with a single selected Consultant, which, in the opinion of the selection committee, is clearly the best qualified.

The Consultants submittals will be rated using the following criteria:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Project Understanding	20
General Qualifications of Firm	20
General Qualifications of Personnel	20
Experience with Similar Types of Projects	20
Technical Project Approach	20

SECTION 4: SCOPE OF WORK & GENERAL REQUIREMENTS

4.1 Scope

San Benito County is soliciting Qualifications for furnishing 30% Architectural Design and Engineering Services for the Project, as described in this RFQ. This person, entity, or firm shall be licensed and provide expertise to prepare the 30% design drawings. A construction cost estimate will also be required to be prepared. The selected architect will work with a construction management team to package the 30% design drawings and cost estimate as bridging documents to be used in the procurement of a design-build (DB) team. That DB team will utilize those bridging documents as a framework to create a construction package to be utilized to build the library expansion. The total budget of the entire library expansion project is approximately \$15 million. That budget includes all administration costs, design costs, construction costs, and construction administration costs.

The selected firm will apply its expertise to all aspects of the Project in collaboration with other project participants to produce a project that provides significant value to the County.

The Project in question for this RFQ is the efficient construction of a Library expansion in an existing 11,000 square feet (SF) Library building. The work will require new construction, including Building Retrofit, Seismic Structural safe book stacks, ADA Compliant egress, ADA Compliant Bathrooms, ADA Compliant Lobby entrance, Fire Safe Occupancy enhancements, ADA Compliant Flooring, associated and appropriate electrical, fire sprinkler, Alarm System, Plumbing, HVAC, and other code required necessities. The extension area is approximately 4000 SF. The selected architect will partner with the County to host one stakeholder meeting to obtain input regarding the proposed expansion. The selected design firm will be responsible for the preparation of all 30% plans and a construction cost estimate to be used as bridging documents for the DB team. The selected design firm (by this RFQ) will on the evaluation committee that chooses the DB team and will consequently be precluded from being a member of that DB team. Additionally, the selected design firm (by this RFQ) will have a scope of work to confirm that the DB team's efforts align with the bridging documents (30% Design).

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.2 General Requirements

- a. **Prime Responsibility:** the selected Consultant(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Consultants(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- b. **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.

- c. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPPA): 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 (HIPPA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this agreement.
- d. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer'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.
- e. San Benito 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.
- f. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of San Benito. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- h. San Benito County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any application;
 - Amend or cancel this process at any time
 - Interview applicants prior to award and request additional information during the interview.
 - Issue similar RFQs in the future
- i. Qualified Consultants must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached to this RFQ. By reference, it incorporates many standards, terms and conditions required as apart of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected Consultant(s). Portions of the RFQ and the Consultant's proposals may be made part of any resultant contract and incorporated in the Contract.
- j. Prior to commencement of services, the Consultant—Contractor must provide evidence of the following insurance coverage's: Worker's Compensation, Commercial General Liability (naming the County of San Benito 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 Consultant—Contractor will be required to maintain the required coverage's, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

EXHIBIT A: Respondent Fact Sheet

Name of Consultant: _____

Consultant Tax ID#: |_|_|_| _ |_|_|_|_|_|_|_|_|_|_| *
* (as applicable)

Consultant's License #: _____ Type: _____
(as applicable)

Consultant Does Business As: Individual Partnership Corporation
 Government Fiduciary Other
Consultant is a: Resident Non-Resident of California

1) Is your firm authorized to do business in the State of California? Yes No

2) Is your firm a State of California registered small business? Yes No

3) Local Business Yes No

4) This firm has been in continuous business under the present name for _____ years.

5) Annual sales volume: _____

6) Net worth of business: \$_____

* A completed W9 Taxpayer form will be required from an awarded vendor not on the County's vendor list.

EXHIBIT B: Customer References

List and submit with this RFQ three (3) customer references per below, one (1) of which should be in the San Benito County area, for whom you have furnished similar product or service.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

EXHIBIT D: Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH SOQ

I, _____, am the
Name
_____, of _____,
Position/Title Company

the party making the foregoing SOQ that the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFQ, or that anyone shall refrain from responding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the SOQ are true; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

EXHIBIT E: Insurance Requirements

Indemnity

In conjunction with work performed at County site, the Consultant shall exonerate, indemnify, defend, and hold harmless County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Consultant's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Consultant and third persons. In addition, the Consultant shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Consultant and Consultant's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

Consultant, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Consultant's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) Consultant's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Consultant's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) Consultant shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Consultant's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of County.

2. Other Insurance Provisions

- a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by County.
- b) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."

- c) All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the County shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the County as evidenced by properly validated return receipt. Such notice shall be sent to:

San Benito County
Public Works Department
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023

- d) Prospective Consultant agrees to provide County at or before the effective date of any award resulting from this Request for Qualification with a certificate of insurance of the coverage required.
- e) All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County
Public Works Department
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023"

Consultant agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide County on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Qualifications, proof of the insurances stated herein, which will be incorporated into the final contract with the Consultant selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your SOQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your SOQ would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at (831) 636-4000.

EXHIBIT F

(sample contract)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$ _____
- (b) Professional liability insurance: \$ _____
- (c) Comprehensive motor vehicle liability insurance: \$ _____

6. Termination.

The number of days of advance written notice required for termination of this contract is _____.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Contract Administrator for CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Title: _____

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: _____

Date: _____

ATTACHMENT A
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services

- A. CONTRACTOR shall perform the following
- B. CONTRACTOR shall complete all of the work within XX days of the COUNTY's issuance of the Notice to Proceed
- C. CONTRACTOR shall do all of the work and furnish all the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

*If designated members are unavailable due to extenuating circumstances, Contractor will provide a replacement subject to San Benito County's prior written approval.

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included and applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

**Licensed Architects, Landscape Architects, Professional Engineers
and Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

D-1. INDEMNIFICATION. With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS: (check one)

There are no additional specific terms and conditions.

The following additional specific terms and conditions shall apply: (Specify)

D-3. HARMONIZATION OF CONTRACT TERMS. Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.