



REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

PROFESSIONAL ENGINEER AND SURVEYOR SERVICES

**ALPINE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

Reply to:

**BRIAN PETERS
DIRECTOR**

**ALPINE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
50 DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
530-694-2140 x425
530-694-2149 (fax)**

bpeters@alpinecountyca.gov

APRIL 2010

Section 1: Scope of Services Defined

The County of Alpine, California is currently soliciting Statements of Qualifications (SOQ) for professional engineering and surveyor services. From this group of qualified individuals and firms the County may appoint a County Engineer and a County Surveyor. The County may grant preference to a single firm that is qualified to perform all of the engineering and surveying services described in this Request for Statement of Qualifications. All services will be provided on an as needed basis as determined and directed by the Community Development Director. The general extent and scope of services to be provided are described below.

Engineering services:

County Engineer: Perform all responsibilities of the County Engineer pursuant to the Alpine Subdivision Ordinance (Alpine County Code Title 17) including:

1. Determining project consistency with established design and construction details, standards and specifications;
2. Determining if proposed subdivision improvements comply with the provisions of the County Subdivision Ordinance and the Subdivision Map Act, including recommendations for approval or conditional approval of tentative maps;
3. The processing and approval of subdivision improvement plans, in accordance with the County Subdivision Ordinance and Subdivision Map Act;
4. The inspection, approval and recommendations for acceptance of subdivision improvements, in accordance with the County Subdivision Ordinance and Subdivision Map Act;
5. The approval of private improvements, in accordance with the County Subdivision Ordinance and Subdivision Map Act (improvements not to be maintained by the county);
6. Administration of security and warranties for required improvements;
7. Participate as a member of the Alpine County Technical Advisory Committee.

Project Engineering: Provide project engineering services for public works projects on an as needed basis. Such services may include the following:

1. Pre-construction plan, specification, and estimate (PS&E) review, construction project advertising, bid analysis, and award; construction inspection; claim analysis; contractor interface and contract administration; office engineering; and other assorted duties as appropriate for construction management;
2. Construction material inspection and testing.

Surveyor Services:

County Surveyor: Perform all responsibilities of the County Surveyor described in the County Subdivision Ordinance (Alpine County Code Title 17) including:

1. The review and certification of final maps, parcel maps, reversions to acreage maps and amended maps, lot line adjustments, mergers and certificates of compliance as provided for in County Subdivision Ordinance and the Subdivision Map Act;
2. Participate as a member of the Alpine County Technical Advisory Committee;
3. Prepare survey documents and maps, legal descriptions and other related documents as may be required by the County;
4. Other County Surveyor functions deemed necessary as described in Government Code Section 27551, et seq.

Other Surveyor Services: Provide the following services on an as needed basis:

1. Prepare legal descriptions, deeds and easement documents for County land transactions and other official county business;
2. Research title records, corner records and other survey/property records;
3. Prepare maps and survey documents;
4. Assign property addresses and maintain the County Road and Property Addressing System (Alpine County Code Section 12.04).

Other Miscellaneous Services (applicable to engineering and surveying services on an as needed basis)

1. Lead and/or assist in the review and approval of permits for encroachment within County rights of way (Alpine County Code Section 12.08).
2. Perform inspections and prepare lead agency reports for surface mining operations as required by the California Surface Mining and Reclamation Act (SMARA).
3. Lead and/or assist in the preparation of funding authorization, grant applications and grant administration for public works projects.
4. Lead and/or assist in the revision of County development ordinances and standards.

Background

The Alpine County seat is located in Markleeville, California, approximately 25 miles southwest of Minden-Gardnerville, Nevada and approximately 35 miles south of South Lake Tahoe. Alpine County is California's least populated County with just over 1200 full time residents. There are no incorporated towns within the County. The County government provides services primarily focused in three somewhat distinct areas - the unincorporated communities of Bear Valley, Kirkwood, and the "East Slope" (generally referring to the Markleeville and Woodfords Area, including Woodfords Canyon, Diamond Valley and Mesa Vista).

The Community Development Department is located in Woodfords California. The Department is responsible for the following County functions:

- **Building:** Building Official, Plan Check, Inspections, and Permitting;
- **Engineering/Surveying:** Development Review, Encroachment Permits, County Projects, Addressing, Multi-family Driveways and Lanes, and Record of Surveys/Certificates of Compliance;
- **Planning:** Land Use Planning, Transportation Planning, Development Review, and County General Plan;
- **Public Works:** Airport Authority, Buildings and Grounds, Community Centers, County Clean-up, Fuels Reduction Collection (aka Burn Pile), Local Transportation County, Recycling Yard, Road Department, and Turtle Rock Park Campground.

Expected Work Volume

Work volume is expected to be variable and driven primarily by need based on the number of development applications under review, subdivisions under construction and county initiated public works projects. Development review and subdivision construction activity is currently very low. In 2008 and 2009, the Community Department processed 3 tentative subdivision maps, 2 tentative parcel maps, 5 lot line adjustments and 1 certificate of compliance. There has also been follow up and close out work for

a number of subdivisions approved prior to 2008. However, this work is nearly complete. Several years ago the County initiated an update to its subdivision ordinance and development standards. This work has been delayed due to budget limitations, and is expected to be activated in the 2010/2011 fiscal year. Public works projects are dependent upon funding obtained primarily from outside sources such as grants state programs and federal appropriations.

Section 2: SOQ Format and Content Requirements

Format

SOQs should be typed and submitted on 8.5-inch x 11-inch paper with a single method of fastening. SOQs may use both sides of a page, but each side will be counted as a page. SOQs should not exceed forty (40) pages in length, and should not include unnecessary promotional material. The page limit does not include the outside cover, section dividers, cover letters, contract comments, or duplication of the organizational chart. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. SOQs should include a complete table of contents for the entire SOQ with respective page numbers opposite each topic that is included.

Letter of Transmittal

The Letter of Transmittal shall be addressed to Brian Peters, Director, Alpine County Community Development Department, 50 Diamond Valley Road, Markleeville, CA 96120, and must, at a minimum, contain the following:

- a. Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions detailed herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the SOQ evaluation phase.
- b. Identification of proposed sub consultants, including legal company name, contact person's name, address, and phone number. Include a description of the working relationship between primary firm and individual and sub consultants, if applicable.
- c. Acknowledgment of receipt of all RFQ addenda, if any.
- d. A statement to the effect that the SOQ shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind the firm and/or individual to the terms of the SOQ.
- f. A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the SOQ is true and correct.

Technical Proposal

This section of the SOQ should establish the ability of the firm and/or individual to satisfactorily perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFQ.

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. Identify sub consultants by company name, address, contact person, telephone number and project function. Describe experience working with each sub consultant.

3. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, staffing changes, impending merger or other) that may impede firm and/or individual's ability to provide the requested services.
4. Describe experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with local agencies similar to Alpine County in nature and/or responsibilities.
5. Describe experience in working with applicable state and federal agencies in the funding, planning, design, management and regulation of public works facilities. Examples of applicable agencies include Federal Highways Administration, Federal Aviation Administration, Federal land management agencies (USFS and BLM in particular), U.S. Fish and Wildlife Service, Caltrans, California Department of Fish and Game, California Air Resources Board/Air Pollution Control Districts, Regional Water Quality Control Boards and Department of Water Resources.
6. Describe experience working on projects located at high elevation in the Sierra Nevada or a similar environment with extreme weather conditions and design challenges. Examples include short construction season, heavy snow accumulation, spring snow melt, mountainous terrain and difficult site conditions.
7. Summary of the five most recently completed projects on which the firm provided services similar to those sought by Alpine County. The projects summaries should include a brief description of the project scope and the services provided including the period of performance and the dollar amount of work performed by proponent, and the name and telephone number of a contact person, employed by the client, familiar with the proponent's work.
8. A list of significant assignments performed for local governmental agencies during the past three (3) years, indicating the contracting agency, and the name and telephone number of a contact person, employed by the project owner, familiar with the proponent's work. This information should demonstrate familiarity with public works projects in California.
9. Demonstrate ability to work independently on complex projects and meet established deadlines with minimum direction and supervision from the County.
10. At a minimum three (3) client references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Identify firm and/or individual's key personnel who worked on the referenced projects. Firm and/or individual may also supply references from other work not cited in this section as related experience.

Proposed Staffing and Project Organization

This section of the SOQ should identify key personnel and establish their abilities to perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFQ. Key personnel shall include the Contract/Project Manager, County Engineer, County Surveyor, and other key professional and technical lead personnel.

1. Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
2. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub consultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
3. Provide education, experience, and applicable professional credentials of proposed sub consultants.

4. Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff and between the project staff and Alpine County staff.
5. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.
6. Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs;
7. Identify methods that firm and/or individual will use to ensure quality control as well as budget and schedule control for the Project;
8. Identify any special issues or problems that are likely to be encountered with the services identified herein and how the firm and/or individual would propose to address them.
9. Identification of hourly rates for all assigned personnel, travel and other business expenses proposed to be charged to the Alpine County as part of the contract services agreement. Information regarding hourly rates, travel and other business expenses proposed and fee schedule shall be provided in a separate sealed envelope.
10. Demonstrate ability to travel to Alpine County on an as needed basis, including during inclement weather and during the winter season when snow and ice may be present on roads.
11. Identify any potential conflicts of interest including, but not limited to, a general description and time frame for any current client relationships and past services performed within the last five years, for clients other than Alpine County that involve entities or individuals located within Alpine County and/or affect lands within Alpine County.

Insurance

The Firm and/or individual shall submit evidence of ability to provide insurance in the amounts and coverage as required in the attached Model Professional Services Agreement (Exhibit A)

Section 3: Submission and Review of SOQ

Date and Time

SOQs must be submitted at or before 5:00 p.m. on April 30, 2010. SOQs received after the specified date and time may be rejected without consideration or evaluation. SOQs may be delivered via U.S. Mail, personal delivery or commercial courier service to:

**Alpine County Community Development Department
50 Diamond Valley Road
Markleeville CA 96120
Attn: Brian Peters, Community Development Director**

Faxed SOQs will not be accepted. The electronic copy may be submitted on a CD or via email attachment in either Word or pdf format.

Identification of SOQs

The firm or individual shall submit **One original, three duplicate, and one electronic copy of the entire SOQ.** The package should be addressed as shown above, bearing the firm or individual’s name and address and clearly marked as follows:

“Alpine County Professional Engineer and Surveyor Services RFQ”

It is the firm or individuals’ sole responsibility to see that the SOQ is received as required.

SOQ Preparation Expenses

The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its SOQ. Firm or individual shall not include any such expenses as part of its SOQ. SOQ preparation expenses include the following:

1. Preparing its SOQ in response to this RFQ;
2. Submitting that SOQ to the County;
3. Negotiating with the County any matter related to this RFQ; or
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

Proposed Schedule

Release RFQ	April 9, 2010
Deadline to Submit SOQ	April 30, 2010
Evaluation of SOQ by County Completed	May 28, 2010
Notification of Selected Consultants	June 4, 2010
Approval of Selection by Board of Supervisors and Award of Contract	June 15, 2010
Commencement of Services	July 1, 2010

Questions and Additional Information

Any questions concerning the SOQ submittal process should be directed to Brian Peters, Director, and Alpine County Community Development Department by any of the following means:

Regular Mail: 50 Diamond Valley Road, Markleeville CA 96120

Email: bpeters@alpinecountyca.gov

Telephone: 530-694-2140 x 425

In Person: Please call to make an appointment

Section 4: Miscellaneous Provisions and Notifications

County Rights

The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The County reserves all rights described below:

1. Accept or reject any and all SOQs, or any item or part thereof, or to waive any informalities or irregularities in SOQs;
2. Issue new or subsequent RFQs;
3. For any reasons, withdraw or cancel this RFQ, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFQ;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the SOQs;
5. All SOQs shall become the property of Alpine County and shall not be returned;
6. All SOQs submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted SOQs are not to be copyrighted;
7. Postpone SOQ openings for its own convenience;
8. Remedy or overlook technical errors in the RFQ process;
9. Appoint an Evaluation Committee to review SOQs;
10. Seek the assistance of outside technical experts in SOQ evaluation;
11. Approve or disapprove the use of particular sub consultants;
12. Establish a short list of firms or individuals eligible for interview after review of written SOQs;
13. Negotiate with any, all or none of the firms or individuals to the RFQ;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.
16. Award subsequent contracts to other consultants for specific projects or purposes as may be described in this RFQ that are beyond the scope of what is required by County Code or California law to be performed by the County Engineer and/or County Surveyor.

Award of Contract

Upon selection of a successful proponent(s), a County standard form Professional Services Agreement will be provided, a copy of which is presented in Appendix A for proponents' review. Proponents shall examine the contract and identify any request for modification from these standard terms as part of the proposal.

Independent Contractor

The successful proponent(s) will work in the capacity of an independent contractor for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of Alpine County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the County Community Development Director or his designee. The Community Development Director will have final approval authority over all issues involved in the development review process.

APPENDIX A

[[[MODEL - REMOVE THIS TITLE WHEN USED]]]

**COUNTY OF ALPINE
PROFESSIONAL SERVICES AGREEMENT
FOR
[GENERAL MODEL - INSERT TYPE OF SERVICE]**

This Agreement is entered into this ____ day of _____, 20__, by and between the County of Alpine, a political subdivision of the state of California (“County”), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.] (“Consultant”).

Recitals

A. Consultant desires to perform and assume responsibility for the provision of professional [INSERT TYPE OF SERVICE] consultant services required by the County on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the County, dated _____, 20__, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. County desires to engage Consultant to render such services as set forth in this Agreement.

Agreement

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the County all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional [INSERT TYPE OF SERVICE] consultant services (“Services”). The Services are more particularly described in Exhibit “A.”

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the County and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit “A.”

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the County in writing and shall be incorporated in written amendments to this Agreement.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) without County's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to County a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date or since the start of the subsequent billing periods, as appropriate, through the date of the statement. County shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the County in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the County. Consultant shall have no power or authority by this Agreement to bind the County in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of County.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant or replaced with the written approval of the County which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with County staff in the performance of Services and shall be available to County staff, consultants and other staff at all reasonable times. County agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Administrator or Board of Supervisors determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the County Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of this Agreement, County determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the County.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

****NOTE: Consultant and employees of Consultant may not be able to purchase a business automobile policy and consideration may be given to accepting a personal automobile policy with minimum limits of \$1,000,000 each accident. ALWAYS DELETE THIS SECTION.****

6.2.3 Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

****NOTE: This requirement may be deleted if the Consultant has no employees. ALWAYS DELETE THIS SECTION.****

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

****NOTE: Limits of insurance shall be based on exposure and limits from \$3,000,000 to \$15,000,000 may be required. Factors increasing exposure include size of contract, dependence of County on expertise of Consultant, little or no control exercised by County, large financial impact of project and possible resulting harm to third parties. ALWAYS DELETE THIS SECTION.****

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

****NOTE: Include the following Section 6.2.5 only if there is a pollution liability exposure. If not, deleted Section 6.2.5 in its entirety and proceed to Section 6.3.****

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

[***NOTE: This coverage may be provided, as set forth above, under a Contractors Pollution Legal Liability Policy or a Professional Liability Policy. If so, then add the following sentence here. ALWAYS DELETE THIS SECTION.***]If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and 6.2.5 Contractor's Pollution Liability [***KEEP THIS REFERENCE TO "and (e) Contractor's Pollution Liability" only if it is required; otherwise always delete the requirement from this sentence.***] shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that County is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the County.

County shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at County's sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

8. ACCOUNTING RECORDS.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the County and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written

approval of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. County may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, County may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

County:

County of Alpine
99 Water Street
Markleeville, California 96120
Attn: County Clerk

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its elected officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation County business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the County, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the County.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alpine County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALPINE

[INSERT NAME OF CONSULTANT]

By: _____
[***INSERT NAME***]
County Administrator or Board Chairperson

By: _____
[Name]
[Title]

Attest:

Attest:

By: _____
[***INSERT NAME***]
County Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
Best Best & Krieger LLP
County Counsel

EXHIBIT "A"
CONSULTANT PROPOSAL

ALPINE\CDRIVDAHL\35306.1

[ATTACH CONSULTANT PROPOSAL]