



**ALPINE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

COUNTY ENGINEER AND COUNTY SURVEYOR SERVICES

**SUBMITTAL DEADLINE
OCTOBER 23, 2020
4:00 P.M.**

Reply to:

DEBBIE BURKETT, DIRECTOR

**ALPINE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
50 DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
530-694-2140
dburkett@alpinecountyca.gov
SEPTEMBER 21 2020**

INTRODUCTION

The County of Alpine, California is currently soliciting Statements of Qualifications (SOQ) for County Engineer and County Surveyor services. From this group of qualified individuals and firms the County intends to 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.

Alpine County has contracted for County Engineer and County Surveyor services since 2008. The current contract for these services with Lumos & Associates was established in 2015. In accordance with best management practices, the County has determined that contracts for these services should be refreshed every five years. As such, this RFQ is expected to result in a contract for services that will run until December 31, 2025.

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 under 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 Areas, 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 Commission, 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, active development permits and county initiated public works projects. Development review, subdivision construction and active development permit activity is currently low. The most recent three year average billing for County Engineer and County Surveyor services is \$20,000 to \$70,000 annually. However, there is always a potential for a large development proposal and/or public works projects that will require County Engineer and/or County Surveyor services. Accordingly, the selected firm must have the capability to quickly scale up resources to meet potential increases in work load, including the need to review large sets of development plans and civil engineering drawings in a timely manner. Public works projects initiated by the County are

dependent upon funding obtained primarily from outside sources such as grants, state programs and federal appropriations.

SCOPE OF SERVICES

County Engineer: Perform all responsibilities of the County Engineer pursuant to the Alpine Subdivision Ordinance (Alpine County Code Title 17) and California law 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.

Other Engineering Services: Provide additional engineering services on an as needed basis as directed by the County

1. Development of project concepts, preliminary cost estimates, and engineering design for potential public works projects.
2. Services will specifically not include engineering design for federal-aid highway and transportation projects or any other engineering design services on projects where the funding source requires a project-specific competitive process for selection of engineering services. The firm selected under this RFQ may or may not be eligible to submit project specific proposals for the above mentioned categories of work.
3. Review engineering plans and cost estimates for public works projects that may be prepared by others.
4. Lead and/or assist in development of request for proposals/request for qualifications for project specific engineering design services, review of qualifications and proposals, and selection of firms.
5. Lead and/or assist in construction management for projects including construction project advertising, bid analysis and award; construction inspection; claim analysis; contractor interface and contract administration; and other assorted duties as appropriate for construction management.
6. Lead and/or assist in the review and approval of permits for encroachment within County rights of way (Alpine County Code Section 12.08).
7. Lead and/or assist in the preparation of funding authorization, grant applications and grant administration for public works projects.
8. Lead and/or assist in the revision of County development ordinances and standards.

County Surveyor: Perform all responsibilities of the County Surveyor described in the County Subdivision Ordinance (Alpine County Code Title 17) and California law 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. Prepare survey documents and maps, legal descriptions and other related documents as may be required by the County;
3. Other County Surveyor functions deemed necessary as described in Government Code Section 27551, et seq.

Other Surveyor Services: Provide additional surveying services on an as needed basis as described:

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. Perform field surveying.

MINIMUM QUALIFICATIONS

County Engineer: Licensure in the State of California as a Professional Engineer in the field of Civil Engineering.

County Surveyor: Licensure in the State of California as a Professional Land Surveyor.

SUBMITTAL CONTENT

Format: Proposals should be submitted on 8.5-inch x 11-inch page portrait format and shall include a cover with the name and address of the Consultant and marked "Statement of Qualifications – Alpine County Engineer and Surveyor". Proposals should not exceed thirty-five (35) pages in length, including letter of transmittal, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Section tabs and the table of contents shall correspond to the numbered requirements of the technical proposal listed in this RFQ. Divider pages shall not count against the page number limit.

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

1. 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.
2. Identification of proposed subconsultants, 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 subconsultants, if applicable.
3. Acknowledgment of receipt of all RFQ addenda, if any.
4. 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.

5. Signature of a person authorized to bind the firm and/or individual to the terms of the SOQ
6. 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 subconsultants by company name, address, contact person, telephone number and project function. Describe experience working with each subconsultant.
3. 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.
4. 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 Wildlife, California Air Resources Board/Air Pollution Control Districts, Regional Water Quality Control Boards and Department of Water Resources.
5. 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.
6. Provide a 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, and the name and telephone number of a contact person, employed by the client, familiar with the firm's work.
7. 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.
8. Demonstrate ability to work independently on complex projects and meet established deadlines with minimum direction and supervision from the County.
9. 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.
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 Team 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 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 subconsultant 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 subconsultants.
4. Include an organizational 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 work to be performed;
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. 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.

Potential Conflicts of Interest: 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.

Schedule of Rates: 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.

Contracting: The Firm and/or individual shall indicate and acknowledge the ability to satisfy all the terms as described in the attached Alpine County Model Professional Services Agreement.

SUBMITTAL REQUIREMENTS

Please submit one hard copy (unbound) and one electronic copy (in Microsoft Word or Adobe PDF format) of your proposal by 4:00 p.m. local time, Friday October 23, 2020. Facsimiles will not be accepted.

The Submittals shall be addressed to:

Debbie Burkett, Director
Alpine County Community Development Department
50 Diamond Valley Road Markleeville, CA 96120

The electronic copy shall be emailed to Debbie Burkett, dburkett@alpinecountyca.gov

In the event your firm/team desires additional information, the Community Development Department will endeavor to provide such information as expeditiously as possible; however, the Community Development Department will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

SELECTION PROCESS

Evaluation of SOQ: A selection committee as determined by the Community Development Director will review the Proposals to determine which respondent is best qualified to perform the work. Depending upon the number and qualifications of respondents, the Community Development Director may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Community Development Director. The following criteria may be utilized in the selection process:

1. Understanding of the scope of work to be done.
2. Experience performing work as described in the Scope of Services.
3. Qualifications of staff for work to be done.
4. Present workload and staff availability of firm.
5. Ability to respond and provide services in a timely manner.
6. Familiarity with the functions and responsibilities of the County Engineer and County Surveyor pursuant to the California Subdivision Map Act.

Proposed Schedule: The anticipated schedule for evaluation of the SOQs, award of contract and commencement of services is outlined below. The schedule is subject to change as determined by the Community Development Director.

| | |
|---|-------------------------------|
| Release RFQ | September 21, 2020 |
| Deadline to Submit SOQ | October 23, 2020 4:00 p.m. |
| Evaluation of SOQ by County Completed/Notification of Interviews | November 6, 2020 |
| Consultant Interviews | November 10-13, 2020 |
| Notification of Selection | November 20, 2020 |
| Approval of Selection by Board of Supervisors and Award of Contract | December 15, 2020 |
| Notice to Proceed | December 30, 2020 |

The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified task. The notice to

proceed may be in the form of a written work order authorized by the Community Development Director.

QUESTIONS AND ADDITIONAL INFORMATION

Any questions concerning the SOQ submittal process should be directed to Debbie Burkett, Director, Alpine County Community Development, by any of the following means:
Regular Mail: 50 Diamond Valley Road, Markleeville CA 96120
Email: dburkett@alpinecountyca.gov
Telephone: 530-694-2140
In Person: Please call to make an appointment

MISCELLANEOUS PROVISIONS AND NOTIFICATIONS

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.

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 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 subconsultants;
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;

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 firm 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 her designee. The Community Development Director will have final approval authority over all issues involved in the development review process.

Nondiscrimination: The consultant or its sub consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

STANDARD FORM PROFESSIONAL SERVICES CONTRACT

COUNTY OF ALPINE
AND
(CONTRACTOR)

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the COUNTY OF ALPINE, hereinafter referred to as "County," and **(NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation)** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

_____ ; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".
 - C. Make available all pertinent data and records for review.
- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.

VIII. INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$ 2,000,000, and a general aggregate limit of \$4,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County
PO Box 158
Markleeville, CA 96120

- C. The Contractor shall be required to carry: Errors & Omissions coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
- XV. **TERM OF AGREEMENT:** This Agreement shall commence on _____ and shall terminate on _____.

- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XVIII. TERMINATION:
- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.
 - B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
 - D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.
- XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

- XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.
- XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in ALPINE County, California.
- XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
- XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.
- XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

(ALPINE COUNTY DEPARTMENT)
(ADDRESS)
(ADDRESS)
(PHONE AND/OR EMAIL)

Notices shall be given to Contractor at the following address:

(CONTACT NAME)
(NAME OF BUSINESS/CONTRACTOR)
(ADDRESS)
(ADDRESS)
(PHONE AND/OR EMAIL)

- XXVII. **COST DISCLOSURE:** In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.
- XXVIII. **PUBLIC WORKS PROJECTS:** No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF ALPINE:

CONTRACTOR:

By _____

By _____

, Chairman

Name: _____

ALPINE County Board of Supervisors

Title.: _____

Date: _____

Date: _____

Attest:

Approved as to form:

Teola Tremayne, County Clerk and ex-officio Clerk to the Board of Supervisors
By: Patricia Griffin, Asst. County Clerk

Margaret E. Long
County Counsel

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR