



A Tradition of Stewardship
A Commitment to Service

Department of Public Works

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Donald G. Ridenhour, P.E.
Director of Public Works

March 14, 2011

REQUEST FOR STATEMENTS OF QUALIFICATIONS

For a Master Architect to provide Architectural/Engineering and other related services for the Health and Human Services Agency (HHSA) Campus Redevelopment

The Napa County Department of Public Works is seeking statements of qualifications ("SOQs") from qualified architectural firms or teams interested in serving as the "master architect" for the County's project to redevelop the HHSA campus in the City of Napa (the "HHSA Redevelopment" or the "Project"). The Department of Public Works shall oversee the work of the selected firm and facilitate the interface with County project stakeholders. The qualified firm or team will be asked to work with County staff to develop project objectives, a detailed program of desired uses and adjacencies, and design criteria. The firm or team will collect and analyze data, gather input from the interested members of the public, staff and clients of the HHSA, the City of Napa, and others, and will conduct a site planning and alternatives analysis. The firm or team will also act as the County's representative throughout the first phase(s) of site development, helping to retain and oversee architects, engineers, and contractors retained via a design-build contract to undertake the first phase(s) of construction.

In order to be considered, a firm's response to this request for SOQs must be submitted no later than Friday, May 13, 2011 by 5:00 p.m. Please submit eight (8) copies of your firm's response to this request for SOQs to Juan Arias, Principal Public Works Engineer with the Department of Public Works to 1195 Third Street, Room 201, Napa, CA 94559. For any inquiries please contact Mr. Juan Arias, in writing only, via letter, fax, or e-mail at juan.arias@countyofnapa.org. The Request for SOQs and any future updates can be found electronically at: <http://www.countyofnapa.org/Procurement/>.

Napa County has a local vendor preference which covers the acquisition of the requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal; unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

1.1 Background

A. The Agency

The HHSA's mission is to foster a partnership of consumers, community members and staff to create leadership, vision and advocacy for the evolving health and human service needs of the people of Napa County in a manner that focuses on the strengths of individuals, families and neighborhoods; provides support for the most vulnerable members of our community; honors and enhances the gifts and talents of employees and community members who share this purpose; is ethical, culturally competent and accountable and effectively integrates the resources of the entire community for the betterment of the whole.

As an "integrated agency," the HHSA brings together a comprehensive range of services -- social, mental health, public health, and alcohol and drug -- with the goal of making them more accessible, convenient, efficient and effective for County residents. The HHSA is comprised of six program divisions (Alcohol and Drug Services, Child Welfare Services, Comprehensive Services for Older Adults, Mental Health, Public Health, and Self Sufficiency Services) which are responsible for over ninety different programs providing services to the public, directly and through contracts; and four administrative support divisions (Fiscal, Operations, Quality Management, and Administration). HHSA staff provides services from five agency locations in the City of Napa; as well as from offices co-located at the County Jail, Queen of the Valley Medical Center, Clinic Olé, and the California Veteran's Home in Yountville; and through regularly scheduled office hours at a growing number of community-based facilities in the municipalities around the county. Primary functions and services are conducted at the main campus proposed for redevelopment at this time.

The HHSA main campus is located at 2344 Old Sonoma Road on an approximately 8 ½ acre site that is bounded by residential neighborhoods on Old Sonoma Road to the south, Walnut Street to the west, Gesford Street to the east and Pine Street to the north. Properties immediately adjacent to the site include the Seventh Day Adventist School to the north, residential neighborhoods to the east and south and the County Juvenile Justice Center built in 2005 on the southwest corner and western border.

The property is designated as Public Quasi (PQ) in the City of Napa General Plan. Under State law, the County is exempt from the City's zoning and general plan requirements and does not generally require approval from the City for construction of County facilities. However, as plans for development progress the County will consult with the City as part of the site design and EIR process, soliciting input from the City, County staff, agency clients, and the public.

B. HHSA Redevelopment Efforts to Date

In August of 2008, the Napa County Board of Supervisors was presented with the Facility Space Needs Analysis prepared for the County by HOK Advance Strategies and Staubach. The Napa County Facility Needs Analysis assessed the County's existing space inventory quantitatively and qualitatively, and projected future space needs based on staffing space standards and building efficiency assumptions. The goal of the report was to provide sufficient data and recommendations for the County to plan for future space requirements in a cost effective manner that improves constituent services and staff working environments. The plan can be found electronically on the County's website at <http://www.countyofnapa.org/ceo/fmp/>.

On November 10, 2009 the Board approved a Professional Services Agreement for Jones Lang LaSalle Brokerage, Inc. to prepare a "Napa County Conceptual Site Development and Phasing Plan through 2028;" the recommended next step in the Facility Space Needs Analysis. The overall objective of the effort was to provide a phased development plan that would (a) address existing deficiencies, (b) allow for consolidation of uses currently located downtown in the Carithers building (1127 First Street) and 650 Imperial Way, (c) allow for additional staffing over time, (d) provide flexibility to address changes in State and local roles and responsibilities, (e) minimize the need for leased space during construction/phasing, (f) maintain the "campus-like feel" of the site, and increase the amount of parking available. The plan also incorporated the findings of a Facilities Conditions Assessment.

On November 9, 2010 the Napa County Board of Supervisors was presented with the HHSA and Downtown Campuses "County of Napa Conceptual Site Development and Phasing Plan through 2028". The plan can be found electronically on the County's website at <http://www.countyofnapa.org/ceo/fmp/>. That plan identified the current buildings at the HHSA campus as deficient in a number of areas and calls for redesign of the existing HHSA campus, including demolition of most of the 12 existing buildings and the construction of approximately 184,000 square feet of space in four new buildings, along with the provision of 550 parking spaces (compared to the existing 242 parking spaces). As originally conceived in the "County of Napa Conceptual Site Development and Phasing Plan through 2028" development was proposed to take place in four phases. The preliminary cost estimate for the Project is approximately \$50 million (in 2010 dollars, not inflation adjusted dollars) with individual phases ranging from approximately \$7-\$14 million each. The recommended plan retains one of the three original public health buildings and the crescent shaped entrance.

On December 14, 2010 the County Executive Officer presented to the Board of Supervisors for input a Preliminary Financing Plan and Feasibility Analysis for Major Facilities Capital Improvement Projects. As part of this presentation, the Board directed staff to retain appropriate consultants to assist in developing a California Environmental Quality Act (CEQA) assessment, site master planning and design of initial phases for the HHSA Redevelopment. On January 11, 2011 the Board of Supervisors approved using the design-build (bridging) project delivery method for delivery of the initial phases of the HHSA Redevelopment.

C. Next Steps in the HHSA Redevelopment Project – Site master plan alternatives preparation and selection of preferred alternative

The County now wishes to proceed to the preparation of a detailed campus site master plan as recommended in the “County of Napa Conceptual Site Development and Phasing Plan through 2028.” The selected Master Architect will be requested to develop and analyze site master plan alternatives , including the alternative detailed in the County of Napa Conceptual Site Development and Phasing Plan through 2028, and subsequently assist the County in the selection of a preferred site master plan which is to be fully developed. Please note that although the “County of Napa Conceptual Site Development and Phasing Plan through 2028” lays out a site development concept for the HHSA Redevelopment, it should not be viewed as a preferred or adopted site plan or phasing plan.

The ultimate phasing and design scheme will reflect a comprehensive site design that includes input from the surrounding neighborhood, staff, clients and other interested constituencies. The site design should offer creative design alternatives that reflect the County’s desire to create a campus that maximizes the ability of the HHSA to remain a good neighbor, to continue its support of the community and to offer excellent services in a therapeutic atmosphere for generations to come at this site.

The selected team will be requested to prepare site master planning alternatives that consider the following at a minimum:

- **HHSA Mission in Providing Services and Redevelopment Phasing**
Site master planning alternatives shall reflect the County’s desire to create a campus that maximizes the ability of the Health and Human Services Agency (HHSA) and the site to offer excellent services in a therapeutic atmosphere for generations to come. It is expected that the HHSA Redevelopment will be constructed in phases, which are to be determined as part of the site master planning process, in approximately the next 20 years pending funding. Consideration of HHSA priorities with regards to programmatic needs, program adjacencies and space needs as well as available funding shall be key considerations in the re-development phasing plan(s) to be presented in the site master plan alternatives. Soliciting input from HHSA staff and clients will be key here.
- **Cost Effectiveness**
The HHSA Redevelopment process shall reflect excellent stewardship of public funds by all involved. Cost effectiveness shall be a paramount principle considered in the development of site master planning alternatives and the planning, design, construction and operation of the future campus.
- **Community Input**
The County considers the HHSA Redevelopment a very important community project for the residents of Napa County. The County therefore highly emphasizes that site master planning alternatives take into consideration input from a variety of community groups including but not limited to: Napa County residents, the City of Napa, the campus adjacent neighborhood, the

Napa County Historical Society, the Napa County Landmarks, and the Napa Valley Architects Exchange.

- **Sustainability**

The Emissions Reduction Plan for County Operations approved by the Board of Supervisors on March 16, 2010 established LEED Gold as the design and construction standard for all new construction of facilities housing County operations. It is therefore the County's goal to obtain LEED "Gold" certification on the project.

The County of Napa is committed to "sustainability" as a major criteria driving the planning, design, construction, and future operation of the proposed campus. All site master planning alternatives are to incorporate "sustainability" to the maximum extent possible. Alternatives are to explore the feasibility of "Net-Zero" energy consumption for the project.

- **California Environmental Quality Act (CEQA) Process**

Development of site master planning alternatives shall be coordinated with and incorporate the requirements of the CEQA EIR process being conducted by the Napa County Conservation Development and Planning Department.

- **Existing Buildings**

Existing Buildings A, B, and C are the oldest of the buildings on the HHSA campus and date back to the 1920s. During the site master planning process serious considerations must be made as to whether any or all of these buildings should be demolished or are to remain and be part of the future campus taking into account their historical and architectural significance and the opportunities and constraints they pose.

A life cycle analysis of keeping the buildings shall be conducted which shall consider any required costs to retrofit/remodel the buildings, including any required by codes, so that the buildings are compatible with the site master plan alternative(s) that would incorporate them. In addition, the life cycle analysis shall consider any required costs to operate and upkeep the buildings' systems over the useful life of the future campus.

- **Architectural and Site Considerations**

It is the County's goal that the HHSA Redevelopment be a symbol of civic pride for the community. Landscape and building architectural context to the neighborhood, the City of Napa, the Napa Valley and existing buildings, if they are to remain, shall be important considerations in the development of site master planning alternatives. Opportunities for public art incorporation shall also be explored in the development of site master plan alternatives.

Site considerations shall include on-site and off-site pedestrian and vehicular circulation, campus safety and security and way-finding.

- **Parking Needs**

The parking needs are to be carefully determined in accordance with applicable standards and shall take into account redevelopment phasing and practical considerations. Analysis of available and expected to be available alternate modes of transportation and their effect on the amount of parking needed shall be conducted. The feasibility of off-site parking for staff shall be explored. It is expected that parking studies will be necessary to address this element.

- **Possible Adjacent Future Land Purchase**

The County has approached the Seventh Day Adventist School about possibly purchasing the school's athletic field (approximately 3 acres) as an addition to the HHSA campus. No final decision has been made, however site master plan alternatives may need to address all or a portion of these 3 acres as well as the existing 8.5 acre HHSA campus.

- **Infrastructural Needs and Redevelopment Phasing**

Site master plan alternatives shall consider the redevelopment's short term and long term on-site and off-site utility needs and shall be coordinated with proposed redevelopment phasing plans. Also to be considered and coordinated with redevelopment phasing plans are other off-site infrastructural short term and long term needs such as those related to the City streets.

- **Minimization of Disruptions During Construction**

Site master plan alternatives shall take into account, to the maximum extent possible, minimizing disruptions during construction for the neighbors, clients, and staff of the HHSA. Noise, lighting, and visual impacts to the neighborhood shall be minimized during construction. In addition, the need to relocate existing staff and programs during construction shall be minimized to the maximum extent possible.

- **Creativity and Flexibility**

Site master plan alternatives shall exhibit a high level of creativity in addressing and balancing the above elements. In addition, site master plan alternatives shall consider providing flexibility for changing HHSA programmatic needs in the future.

Only after alternatives that at a minimum consider all of the above factors are evaluated, a final site master plan will be selected. The final site master plan must be prepared and adopted by the Board of Supervisors, following certification of a Final EIR, before the County proceeds with detailed design and construction of the initial phases.

1.2 General Scope of Services

The County of Napa hereby requests Statements of Qualifications from interested firms to generally provide the following architectural/engineering and associated services related to the redevelopment of the HHSA campus:

- Prepare site master planning alternatives and develop a preferred site master plan alternative. Tasks in this area shall include but not be limited to:
 1. Assist the County in public outreach meetings with various community stakeholders.
 2. Prepare a design-program to assist in the site master planning and building design for redevelopment of the HHSA campus. Preparation of the design-program is to take into account input from HHSA Staff as well as space and master planning information contained in the “Napa County Facility Space Needs Analysis” dated August 11, 2008 and in the “County of Napa Conceptual Site Development and Phasing Plan through 2028” dated October 26, 2010. The information provided in the program report shall include, but not be limited to, the types, quantities, and sizes of spaces; program adjacencies; and functional and technical requirements.
 3. Confirm and document existing site conditions through analysis of existing documents/data, site visits, performance of new topographic surveys, destructive/non-destructive testing, pot-holing for: buildings and building systems, on-site and off-site utilities, on-site pavements, and adjacent off-site City of Napa infrastructure.
 4. The EIR consultant, under a separate contract, will conduct parking studies. The Master Architect is to coordinate with the EIR consultant the analysis of existing and Project parking demands and the comparison of the demands to applicable standards and practical considerations for the determination of the amount of parking to be supplied for the Project. These findings need to be incorporated into the site master planning alternatives.
 5. Develop site master planning alternatives that take into account the elements in Section 1.1 (C), above. The site master plan alternatives shall show proposed building locations, massing, square footages, and proposed phasing. In addition, the site master plan alternatives shall show proposed utilities, parking areas, landscaping areas, driveways, and public art locations.
 6. Develop a design vocabulary, including proposed materials, architectural styles, and other design elements that will inform the look and feel of the campus.
 7. Once site master plan alternatives and a proposed design vocabulary are prepared, assist the County with presenting the site master plan alternatives and obtaining feedback from the public, the Board of Supervisors and, all other stakeholders. This will require preparation of renderings for public and stakeholder presentations.
 8. Assist the County with analysis of the alternatives and with the selection of a preferred alternative.
 9. Develop a preferred site master plan alternative to serve as the basis for the redevelopment and initiation of the initial design phases of the Project.

- Provide all required architectural/engineering information, including but not limited to the site master plan required as part of the CEQA review process. The County anticipates the initiation of an EIR process for the HHSA Redevelopment. The Napa County Conservation Development and Planning Department has released a Request for Proposals (“RFP”) for an EIR for the Project and is in the process of reviewing proposals. Staff anticipates that the EIR team will have been selected by the due date for the Master Architect SoQs.
- Architectural, landscape architectural, land surveying, geo-technical, civil engineering, mechanical engineering, electrical engineering services provided by State of California professional licensed entities for the preparation of the design-build (bridging) documents for the initial phases of the HHSA Redevelopment. The services shall include:
 1. Prepare conceptual and schematic designs. The County may request the Master Architect to proceed to design development designs on some or all of the building systems;
 2. Prepare technical specifications and performance documents;
 3. Prepare the RFP documents for procurement of the design-build (bridging) team services; and
 4. Prepare cost estimates at the conceptual, schematic; and if the County gives direction to proceed to the design development phase, at the design development phase.
- Construction administration support services. This will include review of documents prepared by the design-build entity for conformance to the intent of the design-build (bridging) RFP documents; and
- Structural and code review plan check services for initial phases of the HHSA Redevelopment.

The selected team will act as the County’s representative for the duration of the Project and will be precluded from participating as a member of any Design/Build team.

Please note that this is a request for SOQs and that the above list is not intended to be an exhaustive list of the services to be provided. A full scope will be developed with the selected most qualified team.

Exhibit A of the Professional Services Agreement, included in Attachment A of this request for SOQs, will contain the scope of services and deliverables that the County will require from the selected firm. The scope of services and deliverables will be mutually developed between the County and the selected firm during the contract negotiations phase and will be incorporated into Exhibit A as the final agreement between the parties. The Professional Services Agreement also includes the standard terms and conditions required by the County.

1.3 Evaluation Criteria:

Once SOQs are received and evaluated per the criteria below, a minimum of three (3) qualified firms may be selected to participate in an interview process. Selection will be based upon the County's evaluation of the firm's response to this request for SOQs, and the interview process using the evaluation criteria listed below and on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In addition, these selection procedures shall specifically prohibit practices which might result in unlawful activity, including but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a professional services contract which would subject those employees to the prohibition of Government Code Section 87100.

A. Lead Firm, sub-consultants and staff experience and qualifications in the following areas **(60 Points):**

1. Site master planning of similar campuses;
2. Preparation of design programs for similar facilities;
3. Preparation of architectural/engineering data, plans and all other required information in support of the CEQA EIR process for similar campuses;
4. Working on master planning projects subject to CEQA for which an EIR is being prepared.
5. Preparation of conceptual, schematic, design development and construction document comprehensive architectural designs including all required architecture, engineering and all other required associated services for similar public facilities;
6. Design of "Net-Zero Energy Consumption" and Leadership in Energy and Environmental Design (LEED) Gold rated or above for facilities similar to the public facilities being proposed;
7. Preparation of construction estimates at the conceptual, schematic, design development and construction document architectural design phases for facilities similar to the public facilities being proposed;
8. Working with and incorporating input from the public and other stakeholders in the design and construction of similar public facilities;
9. Working on redevelopment projects involving structures of historical nature;
10. Working with and incorporating input from County Departments such as the HHSA in the design and construction of similar public facilities;
11. Presentations of designs at various stages to the public, departments such as the HHSA and governing boards such as the Napa County Board of Supervisors;
12. Master architect experience including, but not limited to, the preparation of plans, performance documents and specifications utilized in Requests for Proposals to procure the services of design-build (bridging) teams for projects delivered under the design-build (bridging) method of project delivery for similar public facilities;
13. Construction administration support services for similar public facilities;
14. Past successful experience working with staff, the community, other consultants, designers, contractors, and the Board.

15. Knowledge of the California Public Contract Code Section 20133 governing the use of design-build by Counties;
 16. Knowledge of the 2010 California Model Codes (California Code of Regulations Title 24); and
 17. **Important Note:** The lead firm shall ensure that the team proposed by the lead firm contains team members, as either part of the lead firm or of its sub-consultants, that have experience and qualifications in the site master planning and design of similar facilities in nature to those proposed in this request for SOQs. These team members shall also have experience and qualifications in the preparation of design programs for agencies similar in nature to HHSA Redevelopment.
- B. Technical Approach – Understanding of the Project and required services and the approach to achieve the Project goals in a cost effective and expeditious manner including proposed timelines and proposed plan for working efficiently and effectively with County staff and all stakeholders in the delivery of the Project. **(30 points)**
- C. Lead firm, sub-consultants and staff demonstrated and proven knowledge of project area characteristics including but not limited to: familiarity with neighborhood context, history of the site, existing building infrastructure, geology, geo-technical characteristics, topography, hydrology, property boundaries including County and private right of way, on-site and off-site utility infrastructure, and off-site road infrastructure. Responders shall elaborate in their response how they meet this criteria. **(10 points)**

1.4 Statement of Qualifications Submittal Requirements:

Statements of Qualifications (excluding resumes and the transmittal letter) shall not exceed a total of fifty (50) 8.5" x 11" pages of information (double-sided for 25 sheets of paper) and shall consist of recyclable materials only. Resumes shall be included in an appendix.

Statements of Qualifications shall include all information responder deems necessary to address the evaluation criteria. SOQ shall include at a minimum the following information:

- A. Proposed team organizational chart including all sub-consultants. Include a detailed description of the proposed role of the lead firm and all sub-consultants for the Project;
- B. Information for proposed lead firm and sub-consultant staff; including resumes, anticipated percentage of time (in full time equivalents) that each will be available to work on the Project, duration of employment with the responding firm and other firms for each person listed, relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members. State their knowledge of applicable codes, required approval processes, and software applications. Clarify which personnel from the responding firm have worked directly with the proposed subcontractors/sub-consultants (if subcontractors and/or sub-consultants are proposed) and describe the nature and quality of past working relationships on similar projects;
- C. A statement as to whether the responding firm or any of the responding firm's employees, agents, independent contractors, or subcontractors have been convicted of, plead guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- D. A statement as to whether there is any pending litigation against the responding firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this request for SOQ;
- E. A statement as to whether, in the last ten years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- F. Lead firm and sub-consultants experience and qualifications related to the areas identified in the "General Scope of Services" and "Evaluation Criteria" for projects completed in the last ten years. Please also include references from at least 3 public agencies including names and telephone numbers.
- G. Understanding of County objectives for the Project;
- H. Other considerations in the preparation of site master planning alternatives;
- I. Responding firms are to provide a clear detailed description of their understanding and approach to the Project using at a minimum a narrative, a flowchart and a proposed schedule showing all the required steps, for the services being requested, for the delivery of the Project from planning to construction completion. The narrative, flowchart and schedule are to address all the elements, including but not limited to, those identified in the "Next Steps in the HHSA Redevelopment Project," "General Scope of Services" and "Evaluation Criteria" sections of this request for SOQs. The flowchart and estimates are to show the interrelationship between all the required steps for the delivery of the Project;
- J. Description of information that will be required from the County for the delivery of the Project;

- K. Identification of expected deliverables by firms;
- L. Firm's quality control/quality assurance systems in place for its work and the work of its sub-consultant; and
- M. Completion of the County's Disclosure of Potential Conflict of Interest Form attached as Exhibit "A."

1.5 **Proposed Schedule**

The following proposed "RFQ" phase schedule is presented for general information purposes only and is subject to change at the County's discretion:

<u>Event</u>	<u>Date</u>
Release of Request for Statement of Qualifications	March 14, 2011
Pre-submittal Conference #1 Held	April 18, 2011
Pre-submittal Conference #2 Held	April 28, 2011
Last Day for Questions	April 29, 2011
Statements of Qualifications Due	May 13, 2011
Interviews of Top Ranked Firms	Week of May 30, 2011
Presentation of Professional Services Agreement with Selected Firm to the Board of Supervisors	July 2011
Notice to Proceed	July 2011

The Pre-Submittal Conferences noted above shall begin at 10:00 a.m. and will be held in the Second Floor Training Room in the Napa County Hall of Justice, 1125 Third Street in Downtown Napa. Please contact Ginny Leija at (707) 259-6718 or by email at gabby.leija@countyofnapa.org by close of business on April 12, 2011 to confirm your attendance to any of the pre-submittal conferences.

1.6 **Authorities Having Jurisdiction**

The Project will be managed by the Department of Public Works in cooperation with the County Executive Office, the Health and Human Services Agency and the Conservation Development and Planning Department. Other agencies, such as the Napa Sanitation District, the City of Napa Public Works Department and the City of Napa Fire Department will have regulatory authority over specific aspects of the Project involving infrastructure under their purview.

1.7 **Protest Procedure**

Any non-successful firm shall have the right to file a protest by following the procedures and timelines set forth in the County of Napa Policy Manual, Part I, Section 39, Section 10, Protests and Appeals.

1.8 Request for Qualifications – Other Requirements

A firm's response to this request for SOQs shall address the criteria listed above. Please note that this is a request for qualifications. Do not include any cost estimates or fee schedules. Doing so shall disqualify you from the selection process. Submittals which do not contain the required numbers of copies and all the information requested may be considered as non-responsive and rejected without evaluation. Submittals received after the deadline or addressed to the wrong location will be considered as non-responsive. Faxed or e-mailed copies will not be accepted.

Please also see enclosed Napa County's Professional Services Agreement (PSA) for your information. Responders shall acknowledge that the County's PSA has been reviewed and accepted with or without objection. If objections are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then the County will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or objection to the contract.

The responding firm understands and agrees that the County of Napa shall have no financial responsibility for any costs incurred by the responder in responding to this request for SOQ and shall not be liable to any responder for costs attributed to its own study and investigation or the preparation of any required item or information described in the request unless the responder has executed an agreement with the County of Napa and has been authorized in writing to provide professional services. The County of Napa reserves the right to terminate this request upon three (3) days notice to all prospective responders, and reserves the right to reject all responses. Thank you very much for your interest in this important Napa County project. We look forward to receiving your statements of qualifications.

Sincerely Yours,
Donald G. Ridenhour, P.E.
Director of Public Works
By:

Juan Arias, P.E.
Principal Public Works Engineer

Exhibit A

CONFLICT OF INTEREST CHECKLIST INSTRUCTIONS AND DISCLOSURE FORM

Purpose of the checklist. A conflict of interest checklist will be provided to and is to be used by all Respondents to assist in screening for potential organizational conflicts of interest. The checklist is for the internal use of the Respondents and does not need to be submitted to the County Department of Public Works ("DPW").

Definition of "Respondent." As used herein, the word "Respondent" includes both the Prime Contractor/Consultant and all proposed subcontractors/subconsultants.

Checklist is not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a Respondent determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. After review of the checklist, the Respondents must complete the Disclosure of Potential Conflict of Interest and submit it along with the Respondent's proposal. If the Respondent determines a potential conflict of interest exists, it must disclose the potential conflict of interest to the Department; however, such a disclosure will not necessarily disqualify a Respondent from being awarded a contract. DPW staff will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Respondent may be awarded the contract notwithstanding the potential conflict. DPW's personnel may consult with County Counsel in reaching its decision. Resolution of the conflict of interest issues is ultimately at the sole discretion of DPW.

Material Representation. The Respondent is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Respondent is also responsible to update conflict information if such information changes after the submission of the proposal. Information provided on this form will constitute a material representation as to the award of this contract. DPW reserves the right to cancel or amend the resulting contract if the successful Respondent failed to disclose a potential conflict, which it knew or should have known about, or if the Respondent provided information on the disclosure form that is false or misleading.

Approach to Reviewing Potential Conflicts. DPW recognizes that the Respondents must maintain business relations with other public and private sector entities in order to continue as viable businesses. The Transportation Entity will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not DPW's intent to disqualify Respondents based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Respondent's ability to provide objective advice to DPW. DPW would seek to disqualify Respondents only in those cases where a potential conflict cannot be adequately mitigated.

CONFLICT OF INTEREST CHECKLIST

An organizational conflict of interest may exist in any of the following cases:

- ☐ The Respondent, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, or other deliverable required by this contract.
- ☐ The Respondent is providing services to another governmental or private entity and the Respondent knows or has reason to believe, that the entity's interest are, or may be, adverse to the state's interest with respect to the specific project covered by this contract.
- ☐ The Respondent is providing design services to a private entity, including but not limited to developers, whom the Respondent knows or has good reason to believe, have a property interest in land affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Respondent's performance of work pursuant to this contract. Comment: this provision does not presume Respondents know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Respondent has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ☐ The Respondent has a business arrangement with a Department employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Respondent being awarded this contract. This item does not apply to pre-existing employment of current or former Department employees, or their immediate family members. Comment: this provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Respondent may have unfair access to "inside" information.
- ☐ The Respondent has, in previous work, provided design services and such professional services that potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision will not, for example, necessarily disqualify a Respondent who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.
- ☐ The Respondent has, in previous work for the Department, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision is intended to avoid a situation where a Respondent has been provided information that cannot be provided to other Respondents.

- ☐ The Respondent has, in previous work for the Department, performed such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ☐ The Respondent, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the Department.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM

Having had the opportunity to review Organizational Conflict of Interest Checklist, the Respondent hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with DPW personnel.

Name

Phone

NAPA COUNTY AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____ a California corporation, business address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide _____ for _____ in Napa County; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2012, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of _____ dollars (\$ _____)

for professional services and however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred.

CONTRACTOR shall submit invoices not more often than monthly to the Public Works Project Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Public Works Project Engineer upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. Specific Performance. It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance

of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Napa County Public Works Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all liability, claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, injury to or death of any person, including but not limited to COUNTY employees, and the public, or damage to the property of any person or entity, 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. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ten (10) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to

the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Donald G. Ridenhour, PE, Director
Napa County Department of Public Works
1195 Third Street, Suite 201
Napa, CA 94559

CONTRACTOR

name
address

14. Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Public Works. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Public Works Project Engineer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the

Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) **Documentation of Right to Work.** CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the

subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder

for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Firm name, Inc

By _____
Xxxx, President or whatever title

By _____
Xxxxx, Secretary or whatever title

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of
the State of California

By _____
Bill Dodd, Chairman of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM Office of County Counsel By: _____ Date: _____
--

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed by: _____ Deputy Clerk of the Board

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Insert tasks

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B"

COMPENSATION

Insert tasks, compensation, and fee schedule

Maximum contract not to exceed \$_____