

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-11

Urgent ☐

Routine ☒

AGENDA DATE November 25, 2008

CEO Concurs with Recommendation YES ☒ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Approval of the Design, Plans and Specifications to Improve and Upgrade the Electronic Security and Fire Alarm Systems at The Juvenile Justice Center and Call For Bids - Chief Executive Office

STAFF RECOMMENDATIONS:

1. Approve the design, plans and specifications to improve and upgrade the electronic security and fire alarm and services system at the Juvenile Justice Center prepared by AVS Engineers, Inc.
2. Authorize the Chief Executive Office to issue a notice inviting bids on November 19, 2008 for the construction phase of the project, and for the Project Manager to modify the bid date if necessary.
3. Authorize the Project Manager accept and open bids on January 21, 2009, immediately after 2:00 p.m., and to return to the Board to recommend a contract award to the lowest responsible bidder.

FISCAL IMPACT:

On November 6, 2007, the Board of Supervisors authorized the issuance of a request for qualifications and proposals for design and engineering services to upgrade the electronic security and fire alarm systems at the Juvenile Justice Center. On February 26, 2008 the Board approved a contract for these services at the Juvenile Justice Center at a cost not to exceed \$86,000.

During the design process the Probation Department identified an additional need to electrify the
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-807

On motion of Supervisor O'Brien, Seconded by Supervisor Grover
and approved by the following vote,
Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: Mayfield
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

locking mechanisms on the doors in housing units 3 and 4. The doors and locks currently installed in these housing units are outdated and in need of replacement. A need for panic buttons in the two juvenile courtrooms was also identified.

It has been estimated that the construction cost for the Fire Alarm and Security System upgrades will be \$513,000; that the cost for the replacement of doors in Units 3 and 4 will be \$330,000; and the cost for the panic buttons in the juvenile courtrooms will be \$15,000 for a total construction only cost of \$858,000 with a total estimated project cost of \$1,031,700. The original project budget funded in the Plant Acquisition budget is \$650,000. The Probation Department will provide an estimated \$350,000 toward the completion of the project. They will use savings from staff vacancies and the reduction in Juvenile Hall operation costs, as the result of a lower than expected census in the first four months of Fiscal Year 2008-2009, to fund these costs as well as funds in Ward Welfare budget to cover the cost of the components in the project that have a direct benefit to detainees. Once bids have been received and the final construction cost is known, staff will return to the Board to approve the final project and to approve the final project funding plan.

DISCUSSION:

The purpose of this project is to improve and upgrade the electronic security and fire alarm and services systems at the County's Juvenile Justice Center, located on Blue Gum Avenue in Modesto, California.

The original Juvenile Detention Facility was constructed in 1976 and expansions were completed in 2000 and 2002. The security electronics and fire alarm systems currently in place include components installed at various times over the last 30 years. The present security electronics system infrastructure is located in three separate equipment rooms with each room housing a generation of control equipment for a specific phase of the facility; original construction, 2000 expansion and 2002 expansion. The facility is experiencing significant operational issues due to the status and conditions of the various systems. Problem areas include: connectivity issues between various systems and control stations; ergonomic problems in central control; unreliable operation of remote controlled security doors, unreliable status indication of security doors, difficult resetting of the fire alarm system; lack of adequate closed circuit television camera surveillance in some areas; deteriorating condition of equipment, difficulty in obtaining service; poor documentation of existing installations, and vendor management.

Staff, with the assistance of On-line Consulting Services, completed a Security and Fire Alarm Systems Assessment in August 2007, which involved investigating the existing conditions of the security and fire alarm systems and providing recommendations for replacement upgrades to improve system reliability and efficiency. The assessment

Approval of the Design, Plans and Specifications to Improve and Upgrade the Electronic Security and Fire Alarm Systems at The Juvenile Justice Center and Call For Bids -
Chief Executive Office

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determined little confidence in the viability of the existing system and noted that over forty services related incidents occurred between September 2006 and March 2007.

The current fire alarm system in the Juvenile Detention Facility is not integrated with the existing fire alarm system for the adjoining building occupied by the Probation Department Administration and Field Services Divisions, the Public Defender's Office, the District Attorney, and Superior Court. The fire alarm system for this adjoining area, as well as the original construction area, does not have the capability of pinpointing the location that is triggering the alarm; therefore, the entire facility must be evacuated and each area visually inspected to determine the cause of the alarm.

Subsequent to the Needs Assessment completed by Staff and On-line Consulting, the Fire Marshal conducted an annual inspection of the Juvenile Justice Center. As a result of the inspection, concerns were raised regarding the adjoining administration building, which is currently connected to a separate panel. The panel must be continuously monitored due to the number of sprinkler heads installed in the building. The department has been directed by the Fire Marshal to resolve this issue.

The doors and locks currently installed in housing Units 3 and 4 are outdated and in need of replacement. The type of doors and locks in use are from the original construction of the facility and are deemed to be antiquated by today's standards. These doors and locking mechanisms require more frequent replacement due to the wear of repeatedly opening and closing the doors or from damage caused from juveniles hitting or kicking the doors. The County locksmith has notified the facility that the current locking mechanisms within Units 3 and 4 are no longer being manufactured. There are currently 42 doors with the antiquated locking devices in Units 3 and 4 combined. Once the locksmith utilizes all replacement parts on hand, individual cells with damaged or worn locking mechanisms will no longer be viable to house offenders. Staff recommends that the replacement of the doors and locks be studied as part of this project and be replaced if funds are available.

At this time, the Chief Executive Office is returning to the Board to approve the design, plans and specifications for the Juvenile Justice Center Fire Protection and Security Electronics Upgrades prepared by AVS Engineers, Inc. The Chief Executive Office is also requesting to issue a notice inviting bids for the construction phase of the project, for the Project Manager to modify the bid date if necessary, and to review bids received on January 21, 2009, no later than 2:00 p.m. The Chief Executive Office will return to the Board to recommend a contract award to the lowest responsible bidder for the construction. The detailed project budget will be brought to the Board along with a recommendation to award the construction project.

The expected project duration is 10 months, with completion expected in Fall 2009.

Approval of the Design, Plans and Specifications to Improve and Upgrade the Electronic Security and Fire Alarm Systems at The Juvenile Justice Center and Call For Bids -
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POLICY ISSUES:

The Board should determine if the recommended actions are consistent with the Board priority of *A safe community* as well as safety of the County staff working at the Juvenile Hall and detainees.

STAFFING IMPACT:

Existing Capital Projects and construction management staff will coordinate this project working directly with the Probation Department to deliver this phase of the Juvenile Hall security and fire alarm system design team.

ATTACHMENTS AVAILABLE
FROM YOUR CLERK



Stanislaus County
Capital Projects
825 12th Street
Modesto, CA 95354
(209) 525-4380
(209) 525-4385 fax

STANISLAUS COUNTY

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ON-CALL INSPECTOR OF RECORD FOR STANISLAUS COUNTY CAPITAL PROJECTS

November 26, 2008

REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR ON-CALL INSPECTOR OF RECORD
FOR STANISLAUS COUNTY CAPITAL PROJECTS

1. NOTICE. Notice is hereby given that the County of Stanislaus ("County") will receive proposals for on-call Inspector Of Record for Stanislaus County Capital Projects as described in Exhibit A to this RFP.
2. Any questions concerning the RFP should be directed to: Don Phemister, Stanislaus County Capital Projects (209) 525-4380.
3. SCHEDULE FOR RFP PROCESS
 - 3.1 Issue RFQ/RFPNovember 26, 2008
 - 3.2 Proposals DueDecember 10, 2008
 - 3.3 Interviews.....December 15, 2008
 - 3.4 Award Of Contract.....January 6, 2008

Note that this schedule may be adjusted at the sole discretion of the County.

4. SUBMISSION DEADLINE
 - 4.1 Submit three (3) Qualification Statements and Price Proposals by no later than 4:00 p.m., December 10, 2008 at the following address:

Stanislaus County Capital Projects
Attn: Don Phemister
825 12th Street
Modesto, CA 95354
Phone (209) 525-4380, Fax (209) 525-4385
5. SUBMITTED QUALIFICATIONS AND PRICING PROPOSALS
 - 5.1 QUALIFICATION STATEMENT. The Proposer shall provide detailed information on the qualifications of the Proposer, including the following information:
 - 5.1.2 Detailed information about your firm, and your qualifications to provide the services set forth in Exhibit A to this RFP. Include:
 - How many years firm has been in business.
 - Number of full time and part time employees.
 - Any special or unique qualifications.
 - Resume of full time and part time employees
 - License and Certifications held

- 5.1.3 The names of the key staff members who will be responsible for providing the scope of services under this RFP, their professional qualifications, licenses or special qualifications and company resumes of project experience.
- 5.1.4 The name, address, telephone and fax number (and e-mail address if available) of the person to whom correspondence or communications should be directed.
- 5.1.5 Information on sub-consultants, if any.
- 5.1.6 Information on at least five public works projects for County staff to consider in evaluating your qualifications. Include as a minimum, the estimated size of the project, the duration of the project and the cost of the services.
- 5.1.7 Your technical approach to providing services to the County.
- 5.1.8 Description of any litigation that is pending or was settled in the past three years, if any.
- 5.2 PRICING PROPOSALS. Provide typical rates for your Inspector Of Record services, taking into consideration the following:
 - 5.2.1 Typical Rates:
 - Principle
 - Senior Inspector
 - Inspector with 6 to 10 years of experience
 - Junior Inspector with 2 to 5 years of experience
 - Clerical staff
 - Overtime Rates
 - 5.2.2 REIMBURSABLE EXPENSES. Reimbursable expenses must be included in the typical rates. (Reimbursable expenses will not be separately reimbursed.)
 - 5.2.3 OVERTIME. Overtime rates must be included for each classification proposed.
 - 5.2.4 TRAVEL. Travel time must be included in the typical rates.
 - 5.2.5 Percentage Markup on Other Direct Costs must be included in the typical rates.
 - 5.2.6 Annual Rate Increase for each classification

8. SUBMISSION OF PROPOSALS

- 8.1 It is the sole responsibility of the proposer to see that his proposal is received in proper time.
- 8.2 The proposer shall carefully examine the instructions contained herein and satisfy himself as to the conditions with which he must comply prior to submitting his proposal, and to the conditions affecting the award of contract.
- 8.3 If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected.
- 8.4 All proposers are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.
- 8.5 Proposed prices shall be in effect for ninety (90) days from the date of submission.

9. WITHDRAWAL OF PROPOSALS. Any proposal may be withdrawn at any time prior to the time fixed for responding to this RFP upon the County's receipt of a written document signed by the proposer requesting the withdrawal of such proposal. An oral, telegraphic, or telephonic request to withdraw a proposal is not acceptable. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal, provided such proposal is submitted in a timely fashion.

10. IRREGULAR PROPOSALS. A proposal may be rejected if it shows any alteration of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. If the proposal amount is changed after the amount is originally inserted, the change should be initialed.

11. REJECTION OF PROPOSALS. The County, in its sole discretion, may reject any and all proposals received.

12. INTERVIEWS. The County, in its sole discretion, may prepare a short list of proposers for interviews. Proposers who are invited to attend an interview will be notified in writing.

13. BASIS OF AWARD. The County, in its sole discretion, will select the proposer whose proposal and qualifications best meet the needs and requirements of the County. Consideration will be given to:

- The ability, capacity, and skill of the proposer and its subconsultant team to perform the contract and effectuate the work;
- The type of work needed by the County in light of the nature of the project and budgetary issues;

- The ability of the proposer to effectuate the work within the time specified, without delay;
 - The character, integrity, reputation, judgement, experience, and efficiency of the proposer and its subconsultants;
 - Whether the proposer has satisfactorily performed similar work on similar projects in occupied facilities;
 - Billable Hourly Rates and Project Proposals;
 - Any other factor deemed to be relevant, in the County's sole discretion.
14. AWARD. A contract(s) may be awarded by the County to the selected proposer. In the event the County is not successful in negotiating a contract with the selected firm, the County may proceed to the next-ranked firm. The time for awarding the contract may be extended by the County.
15. INSURANCE. The successful proposer will be required to provide insurance coverage, which shall be at least as broad as:
- 15.1 General Liability: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - 15.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
 - 15.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.
 - 15.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of \$1,000,000.00 per claim and in the aggregate.
 - 15.5 Additional Insured Endorsements: The Consultant shall name the County, the Landlord and their officers, directors, agents and employees as additional insureds.
16. ATTACHMENTS.
- 16.1 Exhibit A. Scope of Work
 - 16.2 Exhibit B. Sample Of On Call Contract

EXHIBIT A

SCOPE OF WORK

I. SCOPE OF SERVICES

1. Provide on-site inspection of work in progress in conformance with the Contract, and as directed by the Construction Manager;
2. Provide coordination of testing agency and of code inspections;
3. Review of Requests for Information (RFI) in consultation with the Construction Manager;
4. Maintain current construction records and documents with RFI's and change orders;
5. Review shop drawings in consultation with the Construction Manager;
6. Review pay requests and inspect stored materials;
7. Attend Weekly Progress meetings;
8. Attend Quality Control meetings;
9. Advise the Construction Manager upon the issuance of non-compliance orders and sign off upon resolution;
10. Manage substantial completion inspections and sign off on corrections;
11. Maintain an adequate inspection system and perform such inspections as will ensure that the work conforms to the Contract Documents;
12. Maintain complete inspection records and make them available to the Owner;
13. Note that the Inspector is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value;
14. Provide information to the County relating to the notices of change, potential claims and claims.
15. Owner inspections are for the sole benefit of the Owner and do not:
 - a) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - b) Constitute or imply acceptance;

- c) Affect the continuing rights of the Owner after acceptance of the completed work to pursue its rights and remedies relating to latent defects, gross mistakes, fraud or the Owner's rights under any warranty or guarantee; or
 - d) Relieve the Contractor of responsibility for providing adequate quality control measures.
16. The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Owner's written authorization.
17. The Inspector shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections as may be required by the Owner.
18. The Inspector shall also provide services in accordance with the attached typical General Conditions from the Construction Contract Documents.

EXHIBIT B
AGREEMENT
FOR
[NAME OF SERVICE]

This Agreement is made and entered into by and between the **County of Stanislaus** ("County") and [Name of Firm], [Address of Firm] ("Consultant"), on [Date] ("Agreement").

INTRODUCTION

WHEREAS, the County has a need for Inspection Services for the County's capital projects; and

WHEREAS, Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1 **SCOPE OF WORK and KEY PERSONNEL.** The Consultant shall provide to the County Inspection services for the County's capital projects in accordance with the Scope of Work described in Exhibit A attached hereto and in accordance with work orders which are or will be attached hereto and incorporated herein by this reference ("Work Orders"). The following are Consultant's key personnel under this Agreement:
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
- 2 **SCHEDULE.** Services and work provided by the Consultant shall be performed in a timely manner in accordance with approved Work Orders and as directed by the County's Construction Manager.
- 3 **TERM.**
 - 3.1 The term of this Agreement shall be from the date of approval of this Agreement until [Date], unless this agreement is sooner terminated as set forth below.
 - 3.2 Should Consultant default in the performance of this Agreement or materially breach any of its provisions, or become insolvent, the County, at its option, may terminate this Agreement by giving 15 days notification to the other party, provided that Consultant does not cure the default during that period.

- 3.3 The County may terminate this Agreement for its convenience upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all services actually performed by the Consultant in accordance with the terms of this Agreement.
- 3.4 County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.
- 4 OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Consultant under this Agreement are the property of the County. The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where subsequent changes or uses are not authorized or approved by the Consultant.
- 5 COMPLIANCE WITH LAWS AND REGULATIONS. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. Consultant agrees to perform the services called for hereunder at a level consistent with the standards of practice observed by persons who hold themselves out as experts performing similar services at the time and in the location as the services hereunder.
- 6 USE OF SUBCONSULTANTS. If the consultant deems it appropriate to utilize the services of a subconsultant in connection with the performance of the services under this agreement, the consultant will so advise the County and seek the County's prior approval of such retention. Any subconsultant retained by the consultant will be the agent of the consultant, and not the County..
- 7 CONSIDERATION.
- 7.1 The Consultant shall be compensated on a negotiated amount for each Work Order. The Consultant shall not exceed the contract limit in each Work Order.
- 7.2 The compensation to be paid to the Consultant shall be for all labor, material, transportation, insurance, subcontractors and services required under this Agreement.
- 7.3 Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, the Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, insurance, health insurance benefits, retirement benefits, disability retirement benefits, sick leave,

vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 7.4 The Consultant shall provide the County with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the balance due on the statement, and the balance of funds available under this contract, after subtracting amounts paid to date. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 7.5 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant. The County has no responsibility or liability for payment of the Consultant's taxes or assessments.
- 7.6 Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant – not the County – has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

8 REQUIRED LICENSES, CERTIFICATES AND PERMITS. Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by the Consultant at no expense to the County.

9 INSURANCE. The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

- 9.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury including personal injury and property damage.
- 9.2 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or sub-consultants utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned

automobile liability insurance providing combined single limits covering bodily injury and property damage with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 9.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. If the policy is a "claims made" policy, such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 9.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 9.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.
- 9.6 Additional Insured Endorsement. The County, its officers, the Board, agents and employees shall be named as additional insureds by separate endorsement on the Consultant's general liability and automobile insurance policy.
- 9.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County, its Board, officers, agents and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.
- 9.8 Consultant's Insurance is Primary. The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, the Board, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with the Consultant's insurance.
- 9.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance

carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

- 9.10 Minimum Rating Requirements. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.
- 9.11 Subcontractors shall Maintain Same Levels of Insurance. The Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 9.12 Certificates of Insurance. At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, the Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 9.13 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, the Board, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10 DEFENSE AND INDEMNIFICATION

- 10.1 The Consultant shall defend, indemnify and hold harmless the County and its Board, agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of or resulting from the negligent performance of this Agreement or any willful misconduct by the Consultant, or its officers, employees, agents or subconsultants, except Consultant shall have no obligation to defend, indemnify and hold harmless the County for the County's sole negligence, the County's active negligence, or the County's willful misconduct.

- 10.2 The Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for the Consultant to procure and maintain a policy of insurance.
- 10.3 To the extent permitted by law, the County shall defend, indemnify and hold harmless the Consultant from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of County.

11 STATUS OF ON CALL INSPECTION SERVICES.

- 11.1 All acts of the Consultant and its officers, employees, agents, representatives, subconsultants and all others acting on behalf of the Consultant relating to the performance of this Agreement, shall be performed as an independent contractors.
- 11.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subconsultants are, and shall represent and conduct themselves as independent contractors and not employees of County.
- 11.3 The Consultant shall determine the method, details and means of performing the work and services to be provided by the Consultant under this Agreement. The Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of the Consultant in fulfillment of this Agreement. The Consultant has control over the manner and means of performing the services under this Agreement.
- 11.4 If in the performance of this Agreement any third persons are utilized by the Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of the Consultant. All terms of retention including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 11.5 Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in County.
- 11.6 It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture. As an independent contractor, the Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention

by any third party that an employer-employee relationship exists by reason of this Agreement.

- 11.7 So long as the County utilizes the services of Consultant, the County agrees not to solicit any employee of the Consultant for employment with the County.

12 RECORDS AND AUDIT.

12.1 Consultant shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

12.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by the Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 13 **NONDISCRIMINATION.** During the performance of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation or sexual orientation. The Consultant and its officers, employees, agents, representatives or subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated there under in the California Code of Regulations. The Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. The Consultant further agrees to abide by the County's nondiscrimination policy.

- 14 **ASSIGNMENT.** This is a personal services. This agreement for the services of the Consultant. County has relied upon the skills, knowledge, experience and training of the Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, the Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County. The County shall not assign its rights under this agreement without the express written consent of Consultant, such consent shall not be unreasonably upheld.

- 15 **WAIVER OF DEFAULT.** Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
- 16 **NOTICE.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:
- To County: County of Stanislaus
 Chief Executive Office
 Attention: Patricia Hill Thomas
 1010 10th Street, Suite 6800
 Modesto, CA 95354
- To Consultant:
- [Name of Consultant]
[Address of Consultant]
[City, State and Zip Code]
[Telephone Number]
- 17 **SEVERABILITY.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 18 **AMENDMENT.** This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 19 **INTEGRATION.** This Agreement is an integrated agreement and constitutes the entire arrangement agreed to by the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

- 20 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 21 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 22 CONFLICT OF INTEREST. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.
- 23 CONFIDENTIALITY. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

CONSULTANT
[Name of Consultant]

THE COUNTY OF STANISLAUS

By: _____

Patricia Hill Thomas
Stanislaus County
Assistant Executive Officer
Chief Operating Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209)525-6333 (telephone)
(209)525-4033 (facsimile)

Telephone: _____

Fax: _____

Taxpayer ID

Approved as to form:

#: _____

County Counsel

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
SCHEDULE BILLING RATES

Principal In Charge	[\$_____]
Director	[\$_____]
Project Manager	[\$_____]
Senior Plans Examiner Engineer/Architect	[\$_____]
Plans Examiner Engineer Architect	[\$_____]
Senior Plans Examiner	[\$_____]
Plans Examiner	[\$_____]
Senior Building Inspector	[\$_____]
Building Inspector	[\$_____]
Supervising Plan Review Coordinator	[\$_____]
Plan Review Coordinator	[\$_____]
Mileage	\$[_____] per Mile
Reimbursable Expenses	Time & Materials

**WORK AUTHORIZATION FOR ON-CALL
INSPECTION SERVICES**

No. 1

1. This Work Authorization is entered into as of [____], in accordance with the terms and conditions of that agreement between County and [____] dated [____].
2. Description of Services: Provide On-Call Inspection Services for the [Name of the Project].
3. Hourly Rate: \$[____].
4. Period of Performance: [Starting to Date to Completion Date], as directed by the County's Construction Manager.
5. NOT TO EXCEED: \$[____].
6. Funding Source(s): [Oracle Project Name, Fund, And Org]
7. Board of Supervisors Approval Date: [____]; Board Agenda Item: [____].

Dated: [____]

Stanislaus County

Inspector