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**GENERAL SERVICES DEPARTMENT**
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# SANTA CRUZ COUNTY GENERAL SERVICES DEPARTMENT

**REQUEST FOR QUALIFICATIONS**

**FOR**

**CONSULTING (VARIOUS) ON-CALL SERVICES**

Date Released: **September 14, 2026**

**Responses are due by October 16, 2026 at 4:00 PM**

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Request for Qualifications

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## GENERAL INFORMATION

The Santa Cruz County, Department of General Services, Capital Projects Section (Capital Projects) is seeking qualified consulting firms (Consultants) to provide Professional Consulting Services on an on-call basis for Capital Projects. The response to this solicitation will be in the form of a Statement of Qualifications (SOQs). Capital Projects will be creating on-call consultant lists for each of the following disciplines:

- Archaeologist
- Architecture
- Arborist
- Biologist
- Civil Engineering
- Community Outreach/Survey Consultant
- Construction Cost Estimating
- Construction Management
- Electrical Engineering
- Environmental Consulting
- Facility Condition Assessment Services
- Geotech Engineering
- Grant Writing Consultant
- Hazardous Material Testing
- IT/Data/Low Voltage Designer
- Land Surveying
- Landscape Architecture
- Mechanical Engineering
- Plan Review/Inspection
- Property Inspection (Pre-Sale)
- Real Property Appraiser
- Relocation Services
- Right of Way Consultant
- Security System Design
- Special Inspection
- Space Planning
- Structural Engineering
- Traffic Engineering
- Utility Locating

In order to be considered for the above consulting lists, the individual, or principal of the firm, must have the appropriate licensure in the state of California, and in good standing to do business in the state and with the County of Santa Cruz.

The on-call list shall remain active for 3 years with the possibility of a 1-year extension for consultants performing satisfactorily. Contracts will be initiated with consultants on the on-call list as needed.

All qualified Consultants interested in providing these services are invited to submit their SOQs. Submit one (1) electronic copy in PDF format through the OpenGov website of the Consultant's SOQs. No hardcopies please. All submissions shall be uploaded onto the OpenGov portal prior to **4:00 PM., October 16, 2026**. SOQs shall be clearly marked "Professional Consulting for Capital Project, On-Call Services -- Name of Professional discipline in all CAPS (ie: CIVIL ENGINEERING SERVICES, ARCHITECTURAL SERVICES, etc.)" when uploaded onto the site. Please note if the submission is to be considered for multiple disciplines.

Any submittals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to the date noted above. Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be rejected. Submittals received after the time and date specified above will be considered nonresponsive.

The Consultant's attention is directed to Appendix A, "Submittal Requirements."

The Consultant's SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Consultant / SOQ Evaluation," of this Request for Qualifications (RFQ).

To register as a vendor with OpenGov:

- Vendors shall create a FREE account with OpenGov. To get started, sign up for an account by going to:
  - https://procurement.opengov.com/signup
  - You'll receive an email to activate your account
- Then subscribe to our bids by navigating to:
  - https://procurement.opengov.com/portal/santacruzcounty
  - Click the green subscribe button
- For more information about how to register, please see the help file at:
  - https://help.procurement.opengov.com/en/articles/2482165-vendor-registration
- Any questions concerning the RFQ process, required submittals, evaluation criteria, bid schedule, and selection process should be sent through the e-Procurement Portal at:
  - https://procurement.opengov.com/portal/santacruzcounty

Addenda to this RFQ, if issued, will be posted on the OpenGov website at https://procurement.opengov.com/portal/santacruzcounty as part of the RFQ solicitation.

It shall be the Consultant's responsibility to check the OpenGov website to obtain any addenda that may be issued.

This RFQ does not commit the County to award a contract, to pay any costs incurred in the preparation of a response for this request, or to procure, or contract for services. The County reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the County to do so.

The County will establish an on-call list for each discipline with multiple (one to five) Consultants selected through this RFQ**.** Once the list has been created, consultants may be asked to present proposals for specific projects. Proposals and resulting agreements will be subject to applicable County approval requirements in accordance with the County's Purchasing Policy Manual. Agreements exceeding the applicable delegated purchasing authority may require approval by the Board of Supervisors prior to execution. The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the County.

Consultants are welcome to submit to the on-call list for multiple disciplines, if appropriate, as long as the SOQ includes experience and staff for each specific discipline. If multiple disciplines are listed, only one SOQ is required per firm. Please make sure this intent is clear in the cover letter.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

The anticipated Consultant selection schedule is as follows:

- County RFQ Release Date: September 14, 2026, 4:00 PM
- Questions to be submitted by: September 28, 2026, at 4:00 PM
- Final Addendum (If necessary): October 5, 2026, at 4:00 PM
- **Submissions due: October 16, 2026, 4:00 PM**
- SOQ review and evaluation: October 19, 2026 – November 6, 2026
- Oral interviews (if necessary): November 16, 2026 – November 20, 2026
- Final Selection for On-Call List: December 1, 2026

Any questions related to this RFQ shall be sent through the online e-Procurement Portal at https://procurement.opengov.com/portal/santacruzcounty . DO NOT Email inquiries.

## REQUEST FOR QUALIFICATIONS (RFQ) DESCRIPTION AND REQUIREMENTS

### RFQ DESCRIPTION

The County intends to use this selection process to create an on-call list of various consulting services for a period of three years, with the possibility of a one-year extension for consultants performing satisfactorily. The County reserves the right to extend this on-call list on a year-to-year basis; however, in no case shall the renewal extend beyond four years. Individual contracts will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the selected Consultants depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload and ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.

Once it has been determined there is a need for project work, consultants on this on-call list may be asked to provide, at minimum: a proposed scope of work, detailed fee and time schedule, and assigned staff. The fee schedule submitted in the proposal or task sheet shall be the same as the fees included in the Consultant's original response submittal. The consultant has the right to amend their rate sheet on a yearly basis as long as the increase is reasonable and meets applicable purchasing guidelines.

The County may opt to assign specific projects to a firm based on the informal proposal process described above. Upon selection of the awarded firm, Consultant shall sign the County's standard Independent Contractor Agreement (Design Professionals) and will be required to provide evidence of insurance for the coverage specified in the agreement. The actual scope of work and fee for the specific project will be negotiated and included in the agreement, in accordance with the fee schedule provided by the consultant in response to this RFQ.

The County makes no specific guarantee of a minimum or maximum number of hours or amount of services that will be awarded to any single Consultant. In addition, the selection of any Consultant to provide these services shall in no way be considered an exclusive agreement to provide service for the County.

### INSURANCE REQUIREMENTS

The Consultant must have the following minimum limits of insurance:

1. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the Consultant has no employees and provides certification of such.

2. Automobile Liability Insurance for each of Consultant's vehicles used in the performance of services for the County, including owned, non-owned (e.g. owned by Consultant's employees), leased or hired vehicles, in the minimum amount of $500,000 combined

single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if the vehicle used by the Consultant is not a material part of performance of services performed for the County and the Consultant and the County both provide certification of such.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of $2,000,000 combined single limit.

The insurance types, coverage requirements, and limits identified in this RFQ are provided as the County's current requirements. The County reserves the right, in its sole discretion, to modify, increase, decrease, or otherwise revise the required insurance coverages and limits based on the nature, scope, and risk associated with the services to be performed. Final insurance requirements will be established in the resulting agreement.

**OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES**

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government, publicly funded agencies, or other Santa Cruz County Departments. All terms and conditions as specified in the agreement shall apply.

**NONDISCRIMINATION**

The County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

# SCOPE OF SERVICES

## PURPOSE OF WORK

Having Consulting support is essential in the development of County projects by the Capital Projects Section of the General Services Department at the County of Santa Cruz. Consulting services are required on an "on-call" or "as-needed" basis in the development of the County's facilities. Consultant services may be requested when the project scope of work is either outside County staff's area of expertise or when the County does not have the required workforce to complete the project.

## LOCATION OF WORK

Projects will be within the limits of the Santa Cruz County boundaries.

## REQUIRED SERVICES

The County seeks to create an on-call services list for multiple professional disciplines. The Consultant may be asked to perform work for the County in the development and maintenance of County Facilities and Infrastructure.

## GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work outlined in their proposal and Statement of Qualifications with minimal instruction as well as collaborating with a project team led by the County's Project Manager. Personnel skill level should match the required experience and knowledge as outlined by the project specific agreement. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations related to the development and construction of public facilities.

For each individual project, the Consultant shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this solicitation.

The Consultant's personnel shall typically be assigned to and remain on specific County projects/deliverables until completion and acceptance of the project close-out deliverables by the County. Personnel assigned by the Consultant shall be available at the start of a project and after acceptance of the project close-out deliverable by the County.

Resumes containing the qualifications and experience of the Consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, may be requested by the County's Project Manager for review before assignment on a project.

The County's Project Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel and determine whether the deliverables satisfy the acceptance criteria. The County's Project Manager may reject any Consultant personnel determined by the County to lack the minimum qualifications. If at any time the level of performance is below expectations, the County's Project Manager may direct the Consultant to immediately remove Consultant personnel from the project and request another qualified person be assigned as needed.

Other project personnel not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned projects. Preapproval by the County's Project Manager is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Contract.

The Consultant's staff shall have a documented minimum five (5) years of demonstrated experience in their specific field as acceptable to the County.

In addition to other specified responsibilities, the Consulting firm shall be responsible for all matters related to the Consultant's personnel and sub-consultants, including, but not limited to, the following:

a) Ensuring that deliverables are clearly defined, acceptance criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance criteria.
b) Supervising, reviewing, monitoring, training, and directing the Consultant's and sub-consultants' personnel.
c) Assigning qualified personnel to complete the required services as specified on an "as-needed" basis in coordination with the County's Project Manager.
d) Maintaining and submitting organized project files for record tracking and auditing.
e) Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
f) Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
g) Providing invoices in a timely manner.
h) Reviewing invoices for accuracy and completion before billing to the County; rates and job classifications must match the rate schedule submitted to the County as part of the individual project contract.
i) Managing sub-consultants (i.e. subcontracts, work products, schedules, and budgets) and acquiring work products from sub-consultants for the County.
j) Managing overall budgets for the individual project contracts and provide notice of any anticipated overruns.
k) Monitoring and maintaining required DBE involvement, if required.
l) Ensuring compliance with the provisions in this Contract and all specific project contract requirements.
m) Assuring that all applicable safety measures are in place.

n) Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
o) Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
p) Managing the contractor during the construction process if relevant.
q) Represent the County as necessary and relevant when the County Project Manager is unavailable for project meetings and site visits.

**DELIVERABLES**

As agreed upon by the County and Consultant within the individual contract for each project.

**SCHEDULE**

As agreed upon by the County and Consultant in the individual contract for each project.

**METHOD OF PAYMENT**

Consultant shall be paid based on specific rates of compensation matching the rate schedule attached to the individual contract for each project and paid on a monthly basis.

**GENERAL REQUIREMENTS**

The Consultant shall begin the required work within five (5) working days after receiving a fully executed project contract. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the County's Project Manager.

The County shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. The County shall not reimburse the Consultant for per diem costs, unless preapproved by the County's Project Manager and outlined in the contract. The County shall not reimburse the Consultant for out-of-state travel without prior written approval from the County's Contract Manager.

The County shall not incur costs beyond the not-to-exceed budgets of the individual project contracts. If the Consultant anticipates that budget for work will be insufficient to complete work, the Consultant shall promptly notify the County's Project Manager.

The Consultant may claim reimbursement for providing equipment or supplies as long as these expenses are reasonable, outlined in the specific project proposal, and meet County purchasing guidelines.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

a) Office Supplies.

b) Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
c) Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing task specific deliverables. This includes, but not be limited to, the following:
    i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint, MS Project, Teams).
    ii. Adobe Acrobat Standard DC or similar.
    iii. Scheduling and submittal software as necessary.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in for each project and this Contract accurately, efficiently, and safely. The Consultant's personnel and sub-consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

If the Consultant fails to provide services outlined by this solicitation and the individual project contracts, the County shall have the right to withhold payment and/or terminate the Contract in accordance with the termination provisions of this Contract. If the Contract is terminated, the Consultant shall, at County's request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, design documents, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

**MATERIALS AND DELIVERABLES TO BE PROVIDED BY THE CONSULTANT**

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and budget attached to each individual project contract.

The County shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the individual project contracts, and such work shall be corrected at the Consultant's sole expense at no additional cost to County

## APPENDIX A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQs) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

Submittal should be limited to no more than 20 pages. They should be brief, clear, and concise.

SOQs shall contain the following information in the order listed:

### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

County of Santa Cruz
Department of General Services, Capital Projects
Attn: Nicole Steel, Project Manager
701 Ocean Street, Room 330
Santa Cruz, CA, 95060

The letter shall be on Consultant letterhead and include the Consultant's specific professional discipline(s), contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter. The letter shall be signed by the individual authorized to bind the Consultant to the submittal.

### 2. Executive Summary

As part of the Executive Summary the Consultant shall specifically note which discipline(s) the Consultant is seeking qualification to provide services for.

### 3. Consultant Information, Organization, & Qualifications

In this section, the Consultant shall include:

a) Describe the roles and organization of your proposed team. Indicate the number of project staff, as well as experience of your team as it relates to the services being requested in this RFQ.
b) Provide a detailed description of how the team and scope of work will be managed by your firm.
c) List of proposed key team members (Principals, Project Managers, Licensed Engineers, Designers, etc.), with resumes demonstrating each member's relevant experience, as well as the length of employment with the proposing Consultant. Key members, especially the individuals who may be assigned to County projects,

shall have significant demonstrated experience with public facility projects and understand the nature of public sector work and its decision-making process.

d) Statement that key positions required to execute the project team's responsibilities are and will remain appropriately staffed.
e) Organization chart of the project team.
f) List of proposed key team members from subconsultants, if relevant (Principals, Project Managers, Licensed Engineers, Designers, etc.), with resumes demonstrating each member's relevant experience for their role in the project.
g) Description of projects Consultant has worked with subconsultant on in the past and an evaluation of the subconsultant's ability to provide necessary services in a timely manner on budget.
h) The Consultant shall provide a description of their quality assurance/quality control program.
i) The Consultant shall demonstration their familiarity with Santa Cruz County and provide the distance in miles from the County offices at 701 Ocean Street, Santa Cruz, CA 95060 and the office from which key personnel will be working.

**4. Consultant Experience**

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable public projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

a) Contracting agency
b) Contracting agency Project Manager
c) Contracting agency contact information
d) Contract amount
e) Funding source, if information available
f) Date of contract
g) Date of completion
h) Consultant Project Manager and contact information
i) Project Description
j) Project Outcome

**5. Consultant Ability to Adhere to Budgets and Schedules**

In this section Consultant shall provide the following:

a) Cost Control and Budgeting Approach
    i. Consultant shall demonstrate they have a system or process for managing costs and project budgets.
    ii. Consultant shall provide evidence of successful budget management for a similar project.

b) Schedule Management
    i. Consultant shall demonstrate they have a system for keeping a project on schedule and meeting project milestones.
    ii. Consultant shall provide evidence of successful schedule management for a similar project.

**6. References**

Consultant shall provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**7. Conflict of Interest Statement**

Consultants and consultant firms submitting SOQs in response to this RFQ must disclose to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFQ. If the Consultant has a conflict of interest, a statement shall be included in the SOQ.

Potential conflicts include, but are not limited to:

a) Any financial, business or other relationship with Santa Cruz County that may have an impact upon the outcome of the contract.
b) Current clients who may have a financial interest in the outcome of this contract.
c) Any financial interest or relationship with any construction company that might submit a bid on designed projects.

**8. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**9. Contract Agreement**

Indicate if the proposing Consultant has any issues or required changes to the sample contract agreement (Santa Cruz County Independent Contractor Agreement) included as Appendix C.

**10. Fee Schedule**

The Consultant shall include their fee schedule with the response. The fee schedule shall include billing rates for staff at the various levels which may perform work on the County's projects. Billing rates for sub-consultants shall also be included, with markups if applicable. If at any point during the three-year term of the master on-call list agreement, the firm's billing rates will be increasing, those increases shall be clearly outlined in the fee schedule. Invoices submitted throughout the term of the contract will be paid at the proposed billing rates provided in the response

## APPENDIX B – CONSULTANT / SOQ EVALUATION

### Evaluation Process

All submittals will be evaluated by the County Selection Committee. The Committee will be composed of County staff. The Committee will review the submittals and will rank the proposers. The evaluation of the SOQs shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Contract Administrator/Project Manager only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultants to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ.

The selection process may or may not include oral interviews. The Consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

### Evaluation Criteria

Consultants and their SOQs will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating.

| Rating Scale | | |
|---|---|---|
| 0 | Not Acceptable | Non-responsive, fails to meet RFQ specifications. For mandatory requirements this score will result in disqualification of submittal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met. |
| 3 | Average | Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members. |
| 4 | Above Average/Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations. |
| 5 | Excellent/ Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification. |

1. **Completeness of Response (Pass/Fail)**

   Responses to this RFQ must be complete. Responses that do not include the content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a 'Fail' in the Evaluation Criteria and will receive no further consideration.

2. **Consultant Information, Organization, & Qualifications (20 total points available)**

   a. Scope of Services Provided (0-5 pts)
   b. Experience of firm and key personnel (0-5 pts)
   c. Quality Assurance/Quality Control (0-5 pts)
   d. Local Presence (0-5 pts)

3. **Consultant Experience (0-10 points)**

4. **Demonstrate Ability to Adhere to Budgets and Schedules (0-5 pts)**

5. **References (0-5 pts)**
   Evaluation of this criteria will be based on the responses from the references in regard to the quality of services Consultant (and relevant subconsultants) provided and whether contracts were completed within the budget and on time.

6. **Conflict of Interest Statement (Pass/Fail)**

**Interviews**

If interviews are conducted the following categories will be evaluated as described below. If the County chooses to interview proposing Consultants, the following criteria will apply; the maximum possible score on the interview is 25:

| Interview Evaluation Criteria | Weight |
|---|---|
| Presentation by Team | 10 |
| Q&A - Response to Panel Questions | 15 |
| **Total** | **25** |

**Presentation by Team**
Team presentation conveys understanding of the scope of services and demonstrates project team experience, innovative ideas, and good communication skills.

**Q&A Response to Panel Questions**
Consultant provides acceptable responses to various interview panel questions.

**APPENDIX C – SAMPLE CONTRACT AGREEMENT**

**Contract No._____**

# STANDARD SERVICES CONTRACT (DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and [enter CONTRACTOR's legal name], hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a "Party" to this Contract and are collectively the "Parties" to this Contract. The Parties agree as follows:

**1. DUTIES.** CONTRACTOR shall perform the following duties: [generally describe duties]. These duties are described in further detail in Attachment A, "Scope of Services", which is attached hereto and incorporated herein by reference.

**2. COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed $xxx as set forth in further detail in Attachment B, "Terms of Payment".

**3. TERM.** The term of this Contract shall be: (first date of Contract) through (last date of Contract).

**4. DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules, and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of COUNTY, which may use them without CONTRACTOR's permission for any purpose relating to the project described in the design documents (the "Project"), including construction of the work of improvement.

**5. SCHEDULE.** CONTRACTOR shall perform the duties described in the Scope of Services as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the Project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the Project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities, or obligations under this Contract, shall be compensated as extra work.

**6.** TERMINATION.

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law,

regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. Termination Due to Insufficient Funding. COUNTY's obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

**7.** INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 7 and 8 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons

B. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

C. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other Parties regarding unpaid defense costs.

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's

SAMPLE

performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 7 shall survive the termination or expiration of this Contract.

**8. INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. Types of Insurance and Minimum Limits.

i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

ii. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage.

iii. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $2,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.

iv. Professional Liability Insurance in the minimum amount of $_____ combined single limit.

v. Cyber liability insurance with limits of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9)

invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. Other Insurance Provisions.

i. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

ii. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

iii. All required policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) calendar days' prior written notice (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz**
**[Enter Department Name]**
**Attn: [Enter Title of Department Contact]**
**[Enter Street Address]**
**[City], CA [Zip Code]"**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days' notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

iv. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and will provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz**
**[Enter Department Name]**
**Attn: [Enter Title of Department Contact]**
**[Enter Street Address]**
**[City],** CA **[Zip Code]**

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

**9. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

i. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled

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Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with COUNTY.

iii. CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(i) and 9B(ii) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**10. INDEPENDENT CONTRACTOR.** CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

**11.** NOTICES.

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

| For COUNTY: | For CONTRACTOR: |
|---|---|
| [Job Title] | [Job Title] |
| [Department Name] | [Legal Name of CONTRACTOR] |
| [street address] | [street address] |
| [City, State, Zip Code] | [City, State, Zip Code] |
| [email address] | [email address] |

B. Change of Contact Information. Either Party may change the information in Paragraph 11.A by giving notice as provided in Paragraph 11.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

i. A notice delivered by personal service is effective upon service to the recipient.

ii. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

iii. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

iv. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

**12. NONASSIGNMENT.** CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

**13. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.

**14.** INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

B. Retention and Audit of Records. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of five (5) years after final payment under this Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.

ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.

iii. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

iv. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

ii. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.

iii. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 14 shall survive the termination or expiration of this Contract.

**15. PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

**16. ATTACHMENTS.** CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Scope of Services" Attachment B, "Terms of Payment" (enter additional attachments here)

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

**17. LIVING WAGE.** This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY_____.

If Item # 17 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non- compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

**18. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all Parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

**19. GENERAL TERMS.**

A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences

of any such violation, as referenced in Paragraph 7 of this Contract.

B. Standard of Practice. CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or

failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

SIGNATURE PAGE

**Contract No. _____**

**STANDARD SERVICES CONTRACT**
**(DESIGN PROFESSIONALS)**

IN WITNESS WHEREOF, the Parties hereto agree to the terms set forth above.

**2. (ENTER CONTRACTOR's LEGAL NAME)**

By: _____
SIGNED

_____
PRINTED

Company Name: _____

Address: _____

_____

Telephone: _____

Fax: _____

Email: _____

**4. COUNTY OF SANTA**

By: _____
SIGNED

_____
PRINTED

1. APPROVED AS TO FORM

_____
Office of the County Counsel

3. APPROVED AS TO INSURANCE

_____
Risk Management

DISTRIBUTION:

- Department Name
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor