



**REQUEST FOR PROPOSALS  
PROFESSIONAL SERVICES  
ARCHITECT & DESIGN SERVICES  
NEW FIRE STATION #66 AMBOY, CA.**

**PROJECT NO: CF08002**

**County of San Bernardino  
Fire Protection District  
157 W. Fifth Street, Second Floor  
San Bernardino, CA 92415-0451**

# ARCHITECT DESIGN SERVICES RFP

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**I. INTRODUCTION**

**A. Purpose**

The County of San Bernardino, Fire Protection District, South Desert Division, hereafter referred to as “CFPD” or Owner, is seeking proposals from interested and qualified architect firms to provide professional services in performing design and engineering for a new (approximate 7,500 s.f.) single story, 3 Apparatus Bays (1 Deep), fire station in the unincorporated community of Amboy, CA. This Request for Proposal (RFP) is being released to invite interested and qualified Architects to prepare and submit proposals in accordance with an established concept design and instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with the District for the services requested as herein outlined.

**B. Minimum Proposer Requirements**

**All Proposers must:**

1. Possess current registration as a licensed Architect in the State of California.
2. Have sufficient staff or sub-consultants experienced in the various disciplines required for this design (mechanical, electrical, plumbing, structural and civil).
3. Have a licensed Civil Engineer (in the State of California) on staff or sub consulted with.
4. Design and drawing capabilities on electronic digital media format (Auto Cadd - minimum 2004 version).
5. Minimum of 15 years experience in the design of Essential Services Facilities in California.
6. LEED Certifications and ability to design to LEED Silver standards.

**C. Correspondence**

**All correspondence, including proposals, will be submitted to:**

<p><b>County of San Bernardino Fire Protection District ATTN: GREG BACON 157 W. Fifth Street, Second Floor San Bernardino, CA 92415-0451 (909) 387-6076 Fax (909) 387-5968 E-Mail: gbacon@sdd.sbcounty.gov</b></p>
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**D. Proposal Submission Deadline**

All proposals must be received at the address listed above no later than 3:00 p.m. on March 19, 2010. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened or considered.

**II. PROPOSAL TIMELINE**

Tentative RFP release date	February 9, 2010
Mandatory Pre-Proposal Conference	February 24, 2010; 10:00 AM
Deadline for RFI's	February 22, 2010
Deadline for submission of Proposals	March 19, 2010; 3:00 PM
Tentative Selection Committee Review date	March 31, 2010
Tentative Contract Award Date	April 27, 2010

### **III. PROPOSAL CONDITIONS**

#### **A. Contingencies**

Funding for the design, engineering and construction of this project is available and approved in fiscal year 2009-10. This RFP does not commit CFPD to award a contract. The Board of Directors of CFPD reserves the right to accept or reject any or all proposals if CFPD determines it is in the best interest to do so. CFPD will notify all Proposers, in writing, if all proposals are rejected.

#### **B. Modifications**

CFPD reserves the right to issue addenda or amendments to this RFP.

#### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Consultant's responsibility to ensure that its proposals arrive on or before the specified date and time.

#### **D. Incurred Costs**

This RFP does not commit the CFPD or County to pay any costs incurred in the preparation of a proposal in response to this request and Consultants agree that all costs incurred in the development of this proposal are the Consultant's responsibility.

#### **E. Final Authority**

The final authority to award a Contract rests solely with the San Bernardino County Board of Directors of the CFPD.

#### **F. Mandatory Pre-Proposal Conference**

**A mandatory pre-proposal conference will be held at the CFPD offices, 157 W. 5<sup>th</sup> Street, Second Floor, San Bernardino CA. on February 24, 2010 at the hour of 10:00 a.m. All prospective proposers will be required to attend and sign a sign-in roster which will be passed. Only proposers attending this conference will be invited to submit a proposal. Proposals will not be accepted from firms that were not in attendance.**

### **V. GENERAL REQUIREMENTS**

#### **A. Background**

San Bernardino County Fire Protection District has established design criteria and the building requirements for this proposed fire station. Fire stations must conform to essential service facilities per the California Building Code Titles 17 & 19 and have the amenities required for staffed fire stations. Minimally, the fire station will house 5 fire and medical personnel for 24 hour a day operations. This staff may be augmented by occasional paid-call or temporary assigned fire fighters. This station will service the Interstate 40 corridor which includes traffic accident calls as well as minimal structure protection within the surrounding communities. The station will be designed in accordance with CFPD approved concept design and meet the retro-style required for historical purposes. The property site has been acquired and environmental, geotechnical and a water feasibility study are currently in-progress. Typical building considerations should include three-drive-through apparatus bays (single deep), direct capture exhaust evacuation system, individual sleeping rooms, functional high-end residential kitchen, individual unisex restrooms with showers (one required to be handicap accessible), training and work out rooms, day room, bio-hazard containment and decontamination area, turn-out gear storage area, supplies and storage areas, station offices and public reception area with handicap accessibility and a vehicle storage/museum area. Minimal landscaping will be required. District will contract separately for all geotechnical and environmental work through it's on-call services. Concept plans are attached as a part of this RFP (Attachment B).

## **B. Scope of Services**

CFPD has budgeted approximately \$250,000 for professional services anticipated for this work. CFPD wishes to engage in a contractual relationship with the best qualified architectural/engineering firm selected through a competitive process that will work well with staff in achieving a design that meets the concept plan, is cost effective, energy efficient, value engineered, practical and can meet a standard of at least a LEEDs Silver rating.

### **1. Purpose**

To select the best-qualified architecture/engineering firm and award a Board-approved contract for professional services to perform fire station design and engineering, to satisfactorily complete Design Development and Construction Documents/Drawings, specifications and assist with construction activities as well as regulatory requirements like permits, conditional uses, and code compliance requirements.

### **2. Services Required**

- a. Architect will perform engineering services customarily and typically rendered to complete all necessary field work, surveys, design, engineering, technical specification development, regulatory agency coordination, compliance with current Title's 17, 19, 24, UBC, UPC, NEC, essential service facilities, and all other applicable codes, supply and submit development drawings for review/approval based on meetings and needs assessment with CFPD; supply and submit complete review construction documents (plans & specifications) at 35% and 95% completion for review and comments, prepare and supply grading, permit and construction plans to regulatory agencies (County of San Bernardino) or as directed; plans/specifications will be quality controlled using a pre-identified plan check system (redi-check or equal) prior to building permit submission; Conduct Architect RFI reviews and prepare responses during bidding; perform Architect submittal reviews and approval (during construction); perform periodic construction inspections as required and issue required certification documentation; prepare and provide construction cost estimates (one after preliminary design submittal is approved (rough estimate) and final estimate with 95% construction document completion; complete as-built drawings upon project completion; accomplish all of the above for a not-to-exceed lump sum fee.
- b. Architect will include civil engineer work for site grading, drainage, water production/storage and earthwork. Coordination between utility purveyors will be required. Site improvements will include one-covered employee parking area and separate parking for the public. Provisions for handicapped accessibility to the station's public entrance will be included. All on-site pavement will be concrete with the exception of any tie in to existing asphalt roads. Site drainage will be captured and stored. An enclosed hose tower will be included. Site will be on Septic Sewerage and a percolation test/report will be provided to aid in the sewerage design. CFPD desires a seepage pit. A properly sized sand-oil clarifier will be designed prior to the septic tank and after the apparatus bay floor drains. A lighted flag pole will be included. Site will also require on-site water storage for fire flow. A Minimum of 50,000 gallon tank will be required in addition to a domestic water well and necessary piping. Initial tests deem that the ground water in the area appears to be high in saline content therefore a water treatment system may be required. A water feasibility study is currently in progress and will identify various recommendations with regards to the on-site water system.
- c. Architect will design the new station in a 1960's Retro style exterior aesthetic look with a double roof system and an exterior glass reception/museum area per the approved concept, single story and with single drive-through apparatus bays that will total approximately 7,000 sq.ft. Station design should consider individual sleeping rooms for 5 personnel; An exercise room; day room; full function kitchen including high-end residential appliances, storage pantries, double refrigerator/freezers and all other kitchen amenities; dining area adjacent to kitchen; and 2 offices with one having a public reception area. CFPD desires individual restrooms with showers to accommodate staff plus one handicap accessible restroom for public use. All water heaters will be tankless. Station shall have complete HVAC system to effectively heat and cool the station living spaces, however zone controllers and individual programmable thermostats need not be provided. Swamp coolers for apparatus bays should be included. Station will be engineered for fire sprinklers, adequate storage, laundry area with an included supplied/installed extractor, separate locker room/area for turn-out gear, bio-hazard decontamination area, work bench area; SCBA

filling/storage room and a mechanical room. Apparatus bays will have a Plymovent vehicle exhaust system, floor drains, map bench/communications area, 14-foot high roll up doors, individually switched with remotes, and storage. Station will be designed and sized for basic operation on emergency power generation and will include a separately housed emergency generator unit with auto transfer switch. Design should include an above ground fueling facility (Convault or equal). Station signage and Fire Station designation may include utilizing energy efficient Neon Rope lighting for effect. Architect should consider utilizing the Route 66 shield/ emblem as part of his development design and incorporating this either in stamped concrete or as signage (or both). Interior finishes in the public reception areas should include checker tile floor patterns, chrome, and any other finishes typically utilized in the 1960's.

- d. CFPD had a Survey of Record accomplished on the property by the County Surveyor and will make that data available to the successful Engineer/Architect.
- e. The Architect as part of his RFP submission package shall include a tentative schedule he intends to employ should he gain the award of the contract.
- f. Architect will coordinate his design development with the Historical Architect, Taylor Loudon, to ensure the design meets the historical as well as conceptual requirements for the project. In addition, the design team will work with CFPD's consultants on environmental (ECORP), geotechnical (Converse Consulting) and water issues (AECOM) in order to meet all of the design requirements for construction.

### **3. Notice of Cancellation**

CFPD reserves the right to disqualify Architects or cancel contract with a fifteen (15) day written notice of cancellation in the event the Architect does not perform service in a satisfactory manner. The Architect will receive payment for all work satisfactorily completed or in progress at time of contract termination. Work in progress shall be paid on a pro-rata basis based on percentage of the work actually accomplished.

### **4. Award of Contract**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by CFPD and as determined by the selection committee.

## **V. CONTRACT REQUIREMENTS**

### **A. General Requirements**

#### **1. Representation of the County**

In the performance of the Agreement, Architect, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

#### **2. Architect Primary Contact**

The Architect will designate an individual to serve as the primary point of contact for the Agreement. Architect or designee must respond to District inquiries within two (2) business days. Architect shall not change the primary point of contact without written acknowledgement of the District.

#### **3. Change of Address**

The Architect shall notify the District in writing, of any change in mailing address within ten (10) business days of the change.

#### **4. Subcontracting**

There shall be neither subcontracting nor joint venture of any services, marketing, or other activities by the Architect unless specifically approved in advance and in writing by the Fire Chief of the County Fire Protection District or as accepted in the proposal. The Architect shall act as the single principal for all services in this contract. This requires a single point of contact representing the Architect.

Any sub-Consultants shall be subject to the same terms and conditions as Architect. Architect shall be fully responsible for the performance and payments of any sub-Consultant's contract.

#### **5. Agreement Assignability**

Without the prior written consent of CFPD, the agreement is not assignable by Architect either in whole or in part.

#### **6. Agreement Amendments**

The Architect agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when written, executed and attached to the original Agreement in the form of an amendment and approved by the Directors of the governing Board.

#### **7. Termination for Convenience**

CFPD for its convenience may terminate the Agreement in whole or in part upon fifteen (15) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Architect for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Architect shall promptly discontinue services unless the notice directs otherwise.

#### **8. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sect. V, B, INDEMNIFICATION.

#### **9. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

#### **10. Jury Trial Waiver**

The Architect and CFPD hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Architect against CFPD or CFPD against Architect on any matter arising out of, or in any way connected with this Agreement, the relationship of Architect and CFPD, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

### **11. Licenses and Permits**

The Architect shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Architect shall maintain these licenses and permits in effect for the duration of the Agreement. Architect will notify CFPD immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.

### **12. Labor Laws**

The Architect shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Architect shall forfeit to CFPD the penalties prescribed in the Labor Code for any such violations.

### **13. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Architect shall notify CFPD within one (1) working day, in writing and by telephone, fax or e-mail.

### **14. Conflict of Interest**

Architect shall make all reasonable efforts to ensure that no County or CFPD officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Architect or officer or employee of the Architect.

### **15. Former County Officials**

Architect must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

### **16. Inaccuracies or Misrepresentations**

If in the course of this RFP process or in the administration of a resulting Agreement, CFPD determines that the Architect has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to CFPD, Architect may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, CFPD is entitled to pursue any available legal remedies.

### **17. Improper Consideration**

Architect shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County or CFPD in an attempt to secure favorable treatment regarding the award of this proposal.

CFPD by written notice, may immediately terminate any Agreement resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County or CFPD with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Architect shall immediately report any attempt by a County or CFPD officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Architect. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, CFPD is entitled to pursue any available legal remedies.

### **18. Recycled Paper Products**

The County and CFPD has adopted a recycled product purchasing standards policy (11-10), which requires Architects to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County or Districts. The policy also requires Architects to use both sides of paper sheets for reports submitted whenever practicable.

### **19. Protests**

Architect may protest the recommended award, provided the protest is in writing, contains the RFP number and is delivered to the County Fire Protection District, 157 W. 5<sup>th</sup> Street, Second Floor, San Bernardino CA. 92415-0451, and submitted within ten (10) calendar days of the date of notification of intent to award.

Grounds for protests are that CFPD failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel ("Appeals Panel") designated by the Fire Chief or his superior. The Appeals Panel will consider only those specific issues addressed in the written protest. The protestor will be given the opportunity to present information to the Appeals Panel in a hearing. Within five days of the hearing, the Appeals Panel will render its decision and provide written response to the Proposer advising of the decision regarding the protest and the basis for the decision.

### **20. California Public Records Act**

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et Sq and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

#### NOTICE

*The data on pages \_\_\_\_\_ of this proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the District determines is proper under federal, state and local law.*

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

CFPD assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. CFPD will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **B. Indemnification and Insurance Requirements**

### **1. Basic Requirements for all Contracts**

**Indemnification** – Architect shall defend and indemnify County and CFPD for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming CFPD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for CFPD to vicarious liability but shall allow coverage for CFPD to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights** – The Architect shall require the carriers of required coverages to waive all rights of subrogation against CFPD, its officers, employees, agents, volunteers, Architects and sub-consultants. All general or auto liability insurance coverage provided shall not prohibit the Architect and Architect's employees or agents from waiving the right of subrogation prior to a loss or claim. The Architect hereby waives all rights of subrogation against CFPD.

**Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by CFPD.

**Severability of Interests** – The Architect agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Architect and CFPD or between CFPD and any other insured or additional insured under the policy.

**Proof of Coverage** – The Architect shall furnish Certificates of Insurance to CFPD administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CFPD, and Architect shall maintain such insurance from the time Architect commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Architect shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, CFPD has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by CFPD will be promptly reimbursed by the Architect or CFPD payments to the Architect will be reduced to pay for CFPD purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by CFPD. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of CFPD. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any

such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the CFPD's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Architect agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CFPD to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CFPD.

## **2. Insurance Specifications for all Contracts:**

The Architect agrees to provide insurance set forth in accordance with the requirements herein. If the Architect uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Architect agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Architect shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Architect and all risks to such persons under this contract.

If Architect has no employees, it may certify or warrant to CFPD that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Director of Risk Management.

With respect to Architects that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**Commercial/General Liability Insurance** – The Architect shall carry General Liability Insurance covering all operations performed by or on behalf of the Architect providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

**Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Architect is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Architect owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

### 3. Professional Services Contracts

**In addition to the Basic Requirements/Specifications for all Contracts, professional service contracts shall include the following additional requirements:**

- a. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits **OR**

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits **OR**

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of CFPD.

- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

### C. Right to Monitor and Audit

#### 1. Right to Monitor

CFPD, State and/or Federal government, shall have absolute right to monitor the performance of Architect in the delivery of services provided under this Agreement. Architect shall give full cooperation, in any auditing or monitoring conducted. Architect shall cooperate with CFPD in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by CFPD.

In the event CFPD determines that Architect performance of its duties or other terms of this Agreement are deficient in any manner, District will notify Architect of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Architect shall remedy any deficiency within forty-eight (48) hours of such notification, or CFPD at its option may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Architect under this Agreement or otherwise.

#### 2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit CFPD, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending CFPD, State and Federal audits are completed, whichever is later.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Architects are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

**Proposals must be received no later than 3:00 PM on March 19, 2010 at:**

**County of San Bernardino  
Fire Protection District  
ATTN: GREG BACON  
Senior Project Manager  
157 W. Fifth Street, Second Floor  
San Bernardino, CA 92415-0451**

## **B. Proposal Presentation**

1. An original and four (4) copies of the written proposal are required (5 total).
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – ARCHITECT SERVICES – AMBOY F.S. – RFP CF08002".
3. **Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.**
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. CFPD will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax shall not be included in the Architect's proposal.

## **C. Proposal Format**

Response to this Request for Proposal must be in the form of a proposal package that must be submitted in the following format:

1. **Cover Page** - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
  - a. A statement that the proposal is submitted in response to the Request for Proposal – Architect Services – CF08002.
  - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with CFPD on behalf of the organization/firm.
  - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. **Statement of Certification** – Attach a completed and signed copy of the "Statement of Certification" form (ATTACHMENT A).
3. **Cost and fees for anticipated services (In a separate marked envelope)**
  - a. Architects must explain any assumptions and/or constraints.
  - b. Architects must explain any additional charges and/or fees in the proposal. (direct or indirect costs)
  - c. Architects basic fees for services (Lump Sum - Not to Exceed) with a cost breakdown per tasks.
  - d. Any additional consultant and sub-consultant costs as deemed necessary by Architect.
  - e. Spreadsheet (preferable) to outline overall anticipated project costs and itemization.
4. **Experience**
  - a. Architect will describe the experience he has in designing and engineering fire stations in California
  - b. Architect will briefly describe experience his key staff has that will be working on any part of this project.
  - c. Architect will list the experience his prime sub-consultants have with fire stations.
  - d. Architect will list experience with LEED building design.

## 5. Project Approach

- a. Architect will describe his overall intentions as to the design of the project.
- b. Architect will outline his intentions in maintaining/following the concept design provided.
- c. Architect will list his desires and processes in attaining value engineering for this project based on the concept.
- d. Architect will identify his measures that will be taken for energy efficiency.
- e. Architect will explain his quality assurance program in making sure that his plans are accurate and buildable.

## 6. References

# VII. PROPOSAL EVALUATION AND SELECTION

## A. Evaluation Process

All proposals will be subject to a standard review process developed by CFPD. This process includes weighted voting by each individual selection committee member based on the above criteria. Primary considerations in the voting methodology shall be the effectiveness of the firm or organization in the presentation of similar or related services based on verifiable performance. The evaluation will be based on the written proposal as submitted, including review of any schedules and scope of services and may also include an interview between the selection committee and the Architect.

## B. Evaluation Criteria

**1. Initial Review** - All proposals will be initially evaluated to determine that they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective Architects must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, B.
- c. Verification of attendance at mandatory pre-proposal conference.
- d. Inclusion of all required attachments as part of the Proposal.
- e. Insurance verification and capability of providing minimum required policies.

Failure to meet any of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by CFPD to be immaterial or inconsequential. In such cases the Architect will be notified of the deficiency in the proposal and be given an opportunity to correct the irregularity, defect or variation or CFPD may elect to waive the deficiency and accept the proposal.

**2. Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide services in a timely manner (including, but not limited to, providing sufficient personnel, licensing, certifications, preliminary and final drawings, specifications, calculations, cost estimates and all such services needed for the full completion of a fire station.)
- b. Fees (including any assumptions, constraints, additional charges and/or reimbursable costs) A Lump Sum – Not to Exceed Fee for all services anticipated is required.
- c. Experience on Fire Station designs
- d. Project Approach (that best meets CFPD needs and goals)
- e. References
- f. Interviews (if needed)

Selection will be based on determination of which proposal best meets the needs of CFPD and the requirements of this RFP.

**C. Contract Award**

Contract(s) will be awarded based on the results of competitive evaluation of all proposals received and their scoring with regards to the best value for services presented and CFPD's needs.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

CFPD reserves the right to negotiate any portions of the successful proposer fees and scope of work or utilize their own resources for such work. Be advised that CFPD has on-call contracts with Landscape Architects, Civil Engineers, Geotechnical, Geologists, and Environmental Consultants and may elect to have portions of work accomplished by those firms. However, total cost and project approach should include turn-key engineered project (from preliminary design development through construction) with inclusion of all such disciplines that Architect proposes on using to accomplish all of his work. minus the work that CFPD already accomplished to include developing the concept design, property record of survey and topo map, preliminary geotechnical soils investigation, percolation testing, environmental studies, and water feasibility study.

**VIII. PROPOSAL CHECKLIST**

**Proposal Checklist**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Included</u></b>
1	Cover Page (as described on pg. 9)	
2	Statement of Certification (ATTACHMENT A, as described on pg. 9)	
3	Copies of typical Insurance Certificates	
4	Schedule of fees (In a separate envelope)	
5	References	
6	Experience	
7	Project Approach	

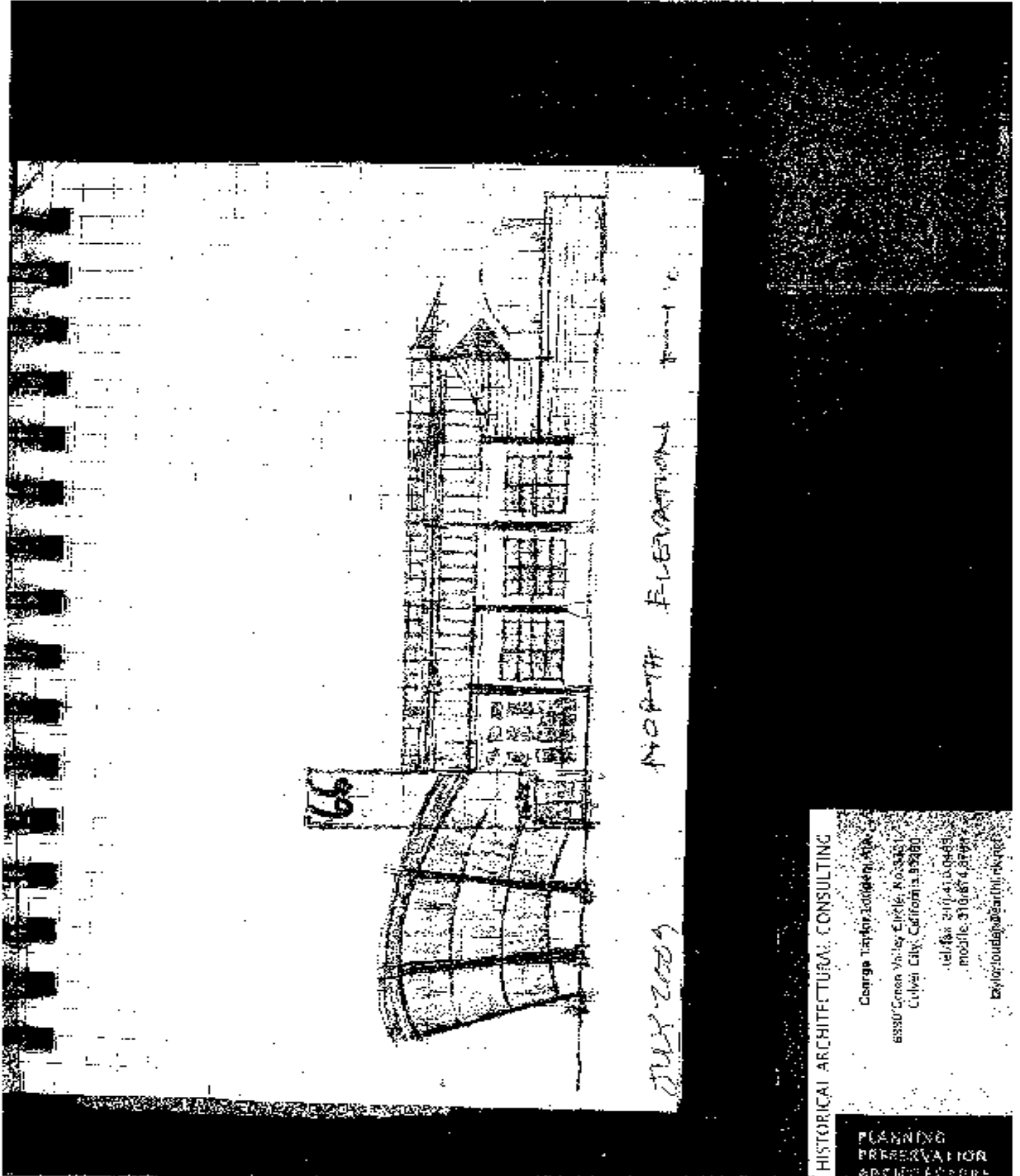
**Architect shall submit an original and four (4) copies of this proposal. (Per section VI. Proposal Submission-item B 1.)**



**ATTACHMENT B**

**FIRE STATION CONCEPT DESIGN**





HISTORICAL ARCHITECTURAL CONSULTING

George Taylor, 10146th, MA

6330 Green Valley Circle, No. 3481  
Culver City, California 90230

tel/fax 310.410.0485  
mobile 310.674.8789

gaylor@hacarc.com

PLANNING  
PRESERVATION  
ARTS & CRAFTS

**ATTACHMENT C**

**ASSESSORS PARCEL MAP**



**ATTACHMENT D**

**SAMPLE CONTRACT**



**SAN BERNARDINO COUNTY  
FIRE PROTECTION  
DISTRICT**

**F A S**

**SAMPLE CONTRACT  
Attachment D**

**FOR OFFICIAL USE ONLY**

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	CFD	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
Department			Dept.	Org.	Contractor's License No.		
<b>FIRE PROTECTION DISTRICT</b>			590	1000			
Contract Representative			Telephone		Total Contract Amount		
Greg Bacon, Senior Project Manager			(909) 387-6076		<b>\$</b>		
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Contract Type				
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
90600						\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
CDI	590	1000	430	4030	CF08002	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
FS 66 (AMBOY)			FY	Amount	I/D	FY	Amount
DESIGN AND ENGINEERING			09/10	\$			

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Fire Protection District, hereinafter called County Fire, and

Name \_\_\_\_\_ hereinafter called Architect

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_ Fax \_\_\_\_\_  
On - File

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1. THE PROJECT**

**1.1 Scope of Work**

County Fire does hereby engage the Architect to perform for the County Fire Protection District (South Desert Division) under the terms and conditions in this Contract all architectural and engineering services relative to: New 7,000 square foot, single story, single deep three apparatus bays, fire station No. 66 located on Amboy Road, in the unincorporated area of San Bernardino in Amboy, CA. Design shall be turn-key to include all such professional services required and as approved by County Fire to be able to fully construct the proposed new station, site preparation, all utilities, new fuel tank and emergency generator, hose tower, and new perimeter fence/wall as herein further described and shown by Architect's submitted proposal in Attachment A (attached and incorporated herein).

## 1.2 Budget

The current Construction Budget as determined by County Fire is approximately \$2,750,000 including engineering costs. Engineering costs shall not exceed \$        as proposed by Architect's proposal in Attachment "A".

## 1.3 Schedule of Services

- a. Architect will perform services customarily and typically rendered to complete all necessary field work, design, engineering, technical specification development, regulatory agency coordination (if any), compliance with current Title 24, UBC, UPC, NEC, essential service facilities, and all other applicable codes, supply review plans at 35%, and 95% completion for Departmental review and comments, prepare and supply all grading, and construction plans to regulatory agencies (County of San Bernardino or contract plan check companies), plans/specifications will be quality controlled using a pre-identified check system (redi-check, AIA, or equal) prior to building permit submission, perform contractor submittal reviews and approval (during construction), perform periodic construction inspections as required and issue required certification documentation, prepare and provide construction cost estimate.
- b. The Architect shall provide all civil engineering services as identified in the proposal.
- c. The Architect shall provide limited Management and Construction services as described further in this Contract.
- d. The Architect shall attend and conduct pre-design meetings and initiate plot/site plan within 30-days of receiving the Notice to Proceed (NTP).
- e. The Architect shall complete 35% of Construction Documents within 120 days of written NTP.
- f. The Architect shall complete 95% of Construction Documents and submit for plan check within 180 days of written NTP.
- g. The time during which the Architect is delayed in the Work by acts of County Fire or its employees, or those under contract to County Fire, or by Acts of God, which the Architect could not have foreseen and provided for, and which is not due to any fault or negligence on the part of the Architect, shall be added to the time of completion of the work and the Architect shall not be liable for any damages as a result of such delay.

## 1.4 Architect's Fee

- a. County Fire agrees to pay the Architect for services a fixed fee not to exceed (\$        ) including reimbursable expenses. Payment Schedule is as specified in this agreement and as shown on Attachment "A".
- b. If County Fire terminates this Contract at any time prior to the completion of the construction documents phase, the Architect's fee will be adjusted pursuant to Article 10.
- c. If the scope of the Project is revised, the fee for basic services shall be revised by negotiation between County Fire and the Architect. A Board authorized amendment shall incorporate in writing, the fee revision with sufficient explanation detailing the reason of any such revision.

## **ARTICLE 2. DEFINITIONS**

For all purposes of this Contract, the following definitions shall apply:

- 2.1 Appropriate Authorities - Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Approved Final Construction Cost Estimate – The Architects estimate of construction costs as approved by County Fire at the time the completed drawings, details, and specifications are approved.
- 2.3 Architect - Consultant hired by County Fire, based on competence and related experience, to perform the work described herein.
- 2.4 Board – Board of Directors for the County Fire Protection District.
- 2.5 Construction (Project) Budget - Funding in place or programmed to be in place for the complete construction of the project, as determined by County Fire and approved by it's Board.
- 2.6 Construction Documents – All those plans, drawings, specifications, details and final construction cost estimates as approved by the County Fire that are complete and ready for bid solicitation and construction of the project.
- 2.7 Construction Representative (Inspector) - County Fire's or Contract Employee responsible to the Project Manager for the inspection of the construction work, on a full or part time basis.
- 2.8 Contract Documents - Standard Contract and all Project documents designated in the contract as part of the contract, including working drawings, addenda, specifications, general conditions, and special conditions of the Contract.
- 2.9 County - The County of San Bernardino, and its representatives.
- 2.10 County Fire - County Fire Protection District, also known as the County Fire Department or County Fire, which oversees fire operations and administrative services relative to fire services to contract cities and unincorporated areas of the County.
- 2.11 Design Development Documents - All services relative to drawings, specifications, estimates, and other data more fully described in Article 3 hereof.
- 2.12 Fire Chief – Person responsible for the administrative management of County Fire and authority relating to all matters with County Fire.
- 2.13 Itemized Categories of Work - Those applicable and specific categories of work necessary for completion of construction of the Project including, but not limited to: demolition, site preparation, earthwork and grading, general construction items, framing, sewer, gas, water, plumbing, storm drains, HVAC, electrical, on-site improvements, off-site improvements, landscaping and irrigation.
- 2.14 Project – All matters pertaining to the design, engineering, demolition of existing facilities and construction of a replacement fire station located in the unincorporated area of San Bernardino in Amboy, CA.
- 2.15 Project Architect - Person, designated by the Architect and approved by County Fire, responsible for Architect's work.

- 2.16 Project Construction Cost Estimate - The Architect's dated and itemized construction estimate including the Itemized Categories of Work, for the entire Project's current anticipated cost, escalated to the proposed completion of construction.
- 2.17 Project Manager - The County Fire Employee or representative responsible for the administration of contracts to include design, inspection and construction.
- 2.18 Schematic Documents - All services relative to drawings, specifications, estimates, and other data more fully described in Article 3 hereof.

### **ARTICLE 3. BASIC SERVICES OF ARCHITECT**

#### **3.1 General Services**

The services to be rendered by the Architect shall consist of all such services as customarily performed and rendered, specifically including, but not limited to, the following:

- a. Process all matters relating to this Project through a single point of contact, County Fire's Project Manager.
- b. Consult with authorized employees, agents, and representatives of County Fire, the County of San Bernardino, and other agencies having jurisdiction relative to the design and construction of the Project.
- c. Cooperate with other Consultants.
- d. Make field trips as required to review existing site conditions, and to properly prepare all design and construction documents.
- e. Attend design review meetings as scheduled by County Fire, prepare minutes of meetings, and distribute within three (3) working days.
- f. Sub-contract with other consultants, at the Architect's expense, to the extent necessary for design of the Project, including but not limited to, mechanical, electrical, structural and civil engineering, all licensed and registered as such by the State of California. All plans and specifications shall be prepared by an architect currently licensed by the State of California, and shall be signed and sealed by the Architect.
- g. Nothing in the foregoing procedure shall create any relationship between County Fire and any sub-consultant employed by the Architect under terms of this Contract.
- h. Designate a principal or member of his staff satisfactory to County Fire as the Project Architect who shall, as long as his performance continues to be acceptable to County Fire, remain in charge of the architectural services of the Project from beginning of preliminary design through completion of construction.
- i. Obtain and set forth requirements of Appropriate Authorities, including utility companies and other governmental agencies whose jurisdiction affects the design, cost, or construction of the Project.
- j. Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes and ordinances, including the: Americans with Disabilities Act (ADA); Standard Specifications for Public Works Construction, (latest edition); Public Contract Code; CAL-OSHA, the Uniform Fire Code (latest edition including County of San Bernardino amendments), and the Uniform Building Code (latest edition including California amendments). All applicable energy requirements shall be

met and energy calculations performed. Design should incorporate a minimum standard of LEEDS silver certification requirement. Structural calculations for the building(s) shall be performed and submitted as required by local agency Building Department.

- k. Advise County Fire of deficiencies during construction of the Project that may materialize at the acceptance of the work and prior to expiration of any guarantee period for the Project. Suggest satisfactory methods for corrections of such deficiencies.

### **3.2 Pre-Design Services**

Upon written authorization by Project Manager to proceed with Pre-Design Services, Architect shall:

- a. Finalize project requirements as described fully in Article 1.1 and maintain costs as identified in Article 1.4. Pre-design services shall include, but not be limited to, the following for County Fire acceptance:
  - 1. Prepare a project program addressing all civil, architectural, structural, mechanical, and electrical project requirements.
  - 2. Identify and conduct present and future needs assessment to be incorporated in the design as required.
  - 3. Identify and present site constraint issues that may impact the design.
  - 4. Prepare and begin preliminary investigations as required.
  - 5. Provide written conceptual cost estimate.
  - 6. Review and implement provided concept design for programming.
- b. Prepare and submit for County Fire acceptance, three copies of the project program addressing all project requirements including future needs assessment(s) and costs.
- c. Provide plot plan of property site and intended land use acceptable for submission to County Land Use Services Division, Planning Department to initiate Conditional Use Permit application process if requested. County Fire through the Project Manager shall assist the Architect in any Permit application process. All permit fees (if any) will be borne by County Fire.
- d. County Fire shall provide all soil, geotechnical engineering and percolation test result / recommendations through it's on-call services and will submit to Architect all documents pertaining to such investigations and surveys as soon as the reports become available.
- e. County Fire shall provide hydrogeology and any water feasibility studies obtained through it's on-call services.
- f. County Fire shall provide any environmental assessments or studies as they become available for Best Management Practices or other mitigation measure requirements if any.
- g. County Fire shall provide any required land surveys and submit to Architect all data for the purpose of site and/or plot plan preparation when data becomes available.

### **3.3 Schematic Design Services**

Upon written authorization by Project Manager to proceed with Schematic Design Services, Architect shall:

- a. In consultation with Project Manager, prepare schematic design documents, consisting of, but not limited to, the following, for County Fire acceptance:
  - 1. Site, architectural, preliminary structural, mechanical and electrical floor plans, elevations, cross sections, details and other required drawings based on the provided conceptual design.

2. Outline the preliminary technical specifications describing the size, character, and quality of the entire project in its essentials as to kinds, types and locations of materials, roofing, structural materials, mechanical, and electrical systems in a standard Construction Specification Institute (CSI) format.
- b. Schematic documents shall be revised by the Architect until the schematic design has been accepted by County Fire and the historical architect. Submit three sets of final schematic documents to Project Manager for final review and acceptance.
- c. Prepare and submit for acceptance, a written itemized Project Construction Cost Estimate.

### **3.4 Design Development Services**

Upon authorization by the Project Manager to proceed with the Design Development Phase, the Architect shall:

- a. Based on the accepted schematic documents, prepare final plot and site plans, grading, architectural, structural, mechanical and electrical floor plans, elevations, cross-sections, finish, window and door schedules, details and all other required drawings; and technical specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical system in a CSI format and easily understandable by competent contractors.
- b. The information in the Design Development Phase shall be sufficiently complete to cover all matters that will materially affect the overall cost of the Project. Value Engineering shall be fully implemented.
- d. Revise Design Development Documents to the satisfaction of County Fire.
- e. Submit three sets of complete final Design Development Documents to Project Manager for final review and acceptance by County Fire.

### **3.5 Construction Document Services**

After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents, Architect shall:

- a. Prepare from accepted Design Development Documents and Specifications, complete Construction Documents consisting of working drawings, details and specifications and such standard documents and special requirements as may be furnished by County Fire that set forth in detail the requirements for the construction of the entire Project.
- b. Submit for County Fire review and acceptance, three sets of construction documents, consisting of working drawings and specifications at the thirty five (35%) percent point of document completion.
- c. Submit for County Fire review and acceptance, three sets of construction documents, consisting of working drawings and specifications at the ninety-five (95%) percent point of document completion.
- d. Submit for final County Fire review and acceptance, after obtaining all regulatory agency, i.e. Building & Safety, Environmental Health, Land Management or any other required approvals, five sets of construction documents consisting of working drawings and specifications at the one hundred (100%) percent point of document completion including two sets at half size plans (for desk reference).

- e. Prepare all Construction Documents in full compliance with all applicable building codes, ordinances and other regulatory authorities' standards.
- f. Prepare documents in such detail as required to obtain competitive bidding for the entire Project and/or any division for the work. Project Manager will incorporate Architects documents into County Fire standard documents for bidding.
- g. Prepare and submit for County Fire approval a written Final Project Construction Cost Estimate upon 100 percent completion of the Construction Documents. The Estimate shall be itemized, including estimates for alternate bid items, in conformance with the form of proposal intended for bidding.
- h. In the event that bids are not solicited within 1 year after the date Architect submits 100 percent complete Construction Documents and final Estimate to the Project Manager, the Architect shall upon written direction by the Project Manager revise his final estimate of construction costs, so as to reflect any changes in pricing due to increase or decrease in construction costs.
- i. Upon approval by Project Manager, a final approved set of drawings, final draft of specifications including all corrections required by any regulatory agency(s) shall be provided to the Project Manager in the format specified and on reproducible master media to include electronic media. Reproduction of these documents for bidding purposes will be by County Fire.

### **3.6 Bidding Services**

Upon approval by the Board and commencement of solicitation of bids by County Fire, the Architect shall:

- a. Attend a mandatory Pre-Bid Meeting as to be scheduled by County Fire.
- b. Assist in the preparation of addenda, issue clarification documents for contractor's requests for information (RFI's), interpret Construction Documents and assist the County Fire as required and requested during the bid process.
- c. If requested, assist the County Fire with review, evaluation, and recommendations for awarding construction contracts.
- d. If the Approved Final Construction Cost Estimate for the Construction Document Phase exceeds the Project Budget by more than ten (10%) percent, the County Fire may, at its discretion:
  - (1) Give written approval of an increase in the Project Budget,
  - (2) Authorize the solicitation of bids, reserving their rights under paragraph 3.6e below, or
  - (3) Require Architect (at his expense) to revise Construction Drawings to reduce construction costs within the Project Budget.
- e. If the lowest responsible bid received exceeds the Project Budget by more than ten (10%) percent, the County Fire may, at its discretion:
  - (1) Give written approval of an increase in the Project Budget,
  - (2) Authorize re-bidding of the Project within a reasonable time, and require the Architect, at Architect's expense, to revise the scope of the Project or its quality, or both, so as to reduce the Project Construction Cost, and to modify the Construction Cost Estimate to fall within the Project Budget, or
  - (3) Abandon/cancel the Project.

### **3.7 Construction Administration Services**

Upon award of a construction contract by the County Fire, Architect shall provide construction administration services set forth below:

- a. Interpret Contract Documents and furnish three (3) copies, one of which is in reproducible form, of all clarification drawings (SK's) and other documentation required. Review and approve change order requests to construction contract which are necessary as a result of such interpretations and/or clarifications. Analyze price quotations received from the construction contractor for proposed change orders and advise Project Manager as to the acceptability of same.
- b. Make all revisions and changes to the Contract Documents as directed by Project Manager to correct errors, conflicts or omissions.
- c. Make periodic site visits (nominally twice monthly) to attend Project meetings, and assure that the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to the intent of the Architect as expressed in the Contract Documents. A written report detailing field observations shall be submitted to the Project Manager following each site visit.
- d. Provide technical direction to interpret the Contract Documents and advise the Project Manager of all recommendations as required.
- e. Make prompt recommendations on claims, disputes, and other matters in question between the construction contractor and the County Fire relating to the execution or progress of the work or the interpretation of the Contract Documents.
- f. Analyze and recommend to the Project Manager as to acceptability of test reports, methods, material submittals, equipment and systems.
- g. Review and recommend to the Project Manager as to the acceptability of substitutions proposed by construction contractor.
- h. Review and advise the Project Manager as to the acceptability of schedules, shop drawings, laboratory reports, samples, fabrication, erection, and setting drawings, wiring and control diagrams, schedules, list of materials, and equipment and other descriptive data pertaining to materials, equipment or methods of construction.
- i. Assemble and deliver to the Project Manager written guarantees, operating and maintenance instructions books, diagrams and charts required of the construction contractor.
- j. Participate in the final inspection of the Project, assist with punch lists, and advise Project Manager as to the general acceptability of work performed by construction contractor and offer remediation recommendations.
- k. Promptly after the recordation of the Notice of Completion by County Fire, furnish County Fire at no expense to the County Fire, one (1) complete set of permanent electronic copies of the "as-built" drawings in, AutoCAD 2004 or later version, on compact disk. The CDs shall be of the final working drawings and specifications including such revisions that may have been made in the course of construction. Revisions shall be properly annotated as record drawings and cross-referenced. Each sheet shall be prominently noted "Record As-Built Drawing". Information on record drawings shall not be delegated by the Architect to the Contractor or any other person.

#### **ARTICLE 4. COMPENSATION SCHEDULE**

County Fire shall compensate the Architect as follows:

- 4.1** For the Architect's services as described in Article 3 of this Agreement, the basis of compensation shall be as follows:
- a. Upon completion of the Pre-Design Phase and approval thereof by the Project Manager, payment in the amount of up to five percent (5%) of the Architect's total fee.
  - b. Upon completion of the Schematic Design Phase and approval thereof by the Project Manager, payment in the amount sufficient to increase the total amounts paid to the Architect up to fifteen percent (15%) of the Architect's total fee.
  - c. Upon completion of the Design Development Phase and approval thereof by the Project Manager, payment in the amount sufficient to increase the total amount paid to the Architect up to thirty percent (30%) of the Architect's total fee.
  - d. Upon fifty percent (50%) completion of the Construction Document phase of their work as determined by the Project Manager, payment in the amount sufficient to increase the total amount paid to the Architect up to fifty percent (50%) of the Architect's total fee.
  - e. Upon completion of the Construction Document Phase of the work, upon documents being filed as required with all jurisdictional agencies for necessary approvals and permits, payment in the amount sufficient to increase the total amount paid to the Architect up to seventy five percent (75%) of the Architect's total fee.
  - f. Upon completion of corrections to the Construction Documents as required by the appropriate jurisdictional agencies and upon approval by the Project Manager, payment in the amount sufficient to increase the total amount paid to the Architect up to eighty percent (80%) of the Architect's total fee.
  - g. As construction progresses, payment in the amount sufficient to increase the total amount paid to the Architect to ninety-five percent (95%) of the Architect's fee, shall be paid in monthly installments in the proportion of the completed Project to the entire Project.
  - h. Upon acceptance by County Fire of the completed project construction and approval by the Project Manager of the "Record Drawings" and completion of any "as-built" drawing corrections, the unpaid balance of the Architect fee shall be paid.
  - i. All demands for payment under this Agreement shall be submitted in duplicate to the Project Manager. The demand for payment shall indicate the amount due and the amounts previously billed and paid. Architect shall include on his invoice the agreement number, project number and project name as a minimum to properly identify the invoice for the anticipated payment expected. Invoices shall include Architects invoice number as established by Architects standard billing practice.
  - j. Payments for reimbursable services shall be made upon acceptance of said services by the Project Manager and in the amount of the actual cost incurred by the Architect for the services completed and may be included on the same invoice. Architect shall submit with his invoice copies of reimbursable invoices paid.
  - k. Payment for Extra Services as described in Article 6, shall be made only after the Architect provides County Fire with an agreed upon "not-to-exceed" amount, as determined by negotiation with the

Project Manager, including all relative costs, and approved by the Board through a written contract amendment, prior to the start of any extra work. Extra Services performed by Architect that have not been properly authorized by County Fire shall all be non-reimbursable.

#### **ARTICLE 5. REIMBURSABLE SERVICES**

- 5.1 Reimbursable services, when approved in writing by the Project Manager, are the services of special consultants other than those employed or retained by Architect pursuant to Article 3.1 and as originally agreed upon and may include but not be limited to quick copy centers, mail couriers, plan blueprinting, and other special consultants, etc. when exceeding the dollar limit as listed in the Architect's Proposal Attachment "A".
- 5.2 Upon written approval by the Project Manager, Architect may retain special consultants to investigate the Project and furnish to the Architect a report containing all relevant information. Three (3) copies of said report shall also be filed with the Project Manager/County Fire.
- 5.3 Architect shall provide additional copies of the documents for review purposes as requested by the Project Manager at County Fire's expense. Project Manager reserves the right to select the type of reproduction and the establishment where said reproduction will be accomplished.
- 5.4 The following expenses are non-reimbursable: Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff, local area travel, meal expenses, time spent to provide necessary information for County audits or billing inquiries and all other expense items related to the provision of Architect's services that are included in the Architect's Proposal Attachment "A".

#### **ARTICLE 6. EXTRA SERVICES OF ARCHITECT**

- 6.1 The following services, when authorized by a written, approved, contract amendment, shall be paid for by County Fire as provided in Article 4.1k.
  - a. Revision of previously approved documents to accommodate changes (excluding corrections of errors, conflicts and omissions by Architect, or changes initiated by Architect) when so directed by County Fire, provided that no compensation for extra services shall be paid for revisions which may be requested by County Fire pursuant to Article 3.6d or 3.6e.
  - b. Preparation of change order documents or revisions and changes requested by County Fire (excluding corrections of errors and omissions by Architect or as stated in Article 3.7a), after a construction contract has been awarded.
  - c. Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage arising from the errors or omissions of Architect).
  - d. Additional services caused by the delinquency or insolvency of the construction contractor during or after the guarantee period.
  - e. The service of County Fire - approved consultants other than those employed or retained by the Architect pursuant to Article 3.1.
  - f. Preparation of models other than study models made at Architect's option.

#### **ARTICLE 7. RECORDS**

All records relating to the Architect's personnel, consultants, extra services and reimbursable services expenses, pertaining to the Project shall be kept in a generally acceptable accounting format and shall be available to the County Fire upon request and shall be maintained by Architect for not less than three (3) years after the Notice of Completion is filed.

**ARTICLE 8. COUNTY FIRE RESPONSIBILITIES**

County Fire is responsible to provide the following:

- 8.1 Project Budget and information relating to facility requirements, and project scheduling.
- 8.2 Reproduction of final drawings and specifications for bidding.
- 8.3 Environmental reviews and reports as required.
- 8.4 Soil and Geotechnical services to include preliminary soil analysis, percolation tests, compaction and material testing.
- 8.5 Water Feasibility Reports and any other data available
- 8.6 Concept Plans and Elevations/Details
- 8.7 Site zoning approvals.
- 8.8 Agency permit fees, as required.
- 8.9 Any available construction drawings of similar construction, to assist the Architect in economically accomplishing the design of the facility to the satisfaction of the County Fire.
- 8.10 County Fire's standard bid package document forms.
- 8.11 Construction Site Representative (inspector) and Special Inspectors as County Fire deems necessary.
- 8.12 Notify the Architect in writing of County Fire procedures required and name the County Fire representative authorized to act in its behalf. County Fire shall review documents submitted by the Architect and shall promptly render decisions pertaining thereto, to avoid unreasonable delay in the progress of the Project.
- 8.13 Nothing in this Agreement nor any act or failure to act on the part of County Fire shall be construed as a waiver of claim by County Fire for any defects or deficiencies in the plans or specifications.

**ARTICLE 9. DOCUMENTS**

All plans and specifications and other documents prepared by the Architect shall become and remain the property of County Fire. The Architect and County Fire shall retain reproducible copies of all documents for not less than three (3) years after the Notice of Completion is filed.

**ARTICLE 10. TERMINATION OR SUSPENSION OF CONTRACT**

- 10.1 County Fire reserves and has the right and privilege of canceling, terminating, suspending or abandoning the Contract or execution of any work in connection with this Contract at any time upon written notice to the Architect. The Architect may terminate this Contract upon 15 days written notice to County Fire, should the County Fire substantially fail to perform in accordance with its responsibilities.

- 10.2 In the event of termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Architect shall, at the option of County Fire, become the property of County Fire and shall be delivered to County Fire within 10 days.
- 10.3 In the event of termination, County Fire shall pay to the Architect, as full payment for all services performed and all expenses incurred under this Contract, the sum due and payable plus a pro-rata portion of the next uncompleted phase, if any, as the services actually rendered by the Architect bear to the total services necessary for the full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress to complete any incomplete drawings, and other documents, whether delivered to County Fire or in possession of the Architect.
- 10.4 It is recognized that County Fire may, at its discretion, defer the solicitation of bids. The Architect agrees to remain responsible for completion of all professional services under this Contract for a period of one (1) year commencing on the date of submission of the final approved Construction Documents and completion of all services under Article 3, Sections 3.1 through 3.5. If, at the end of the one (1) year period the County Fire has not proceeded with the solicitation of bids, the Architect may, by written notice to the Director, terminate this Contract. It is specifically agreed that the written notice is essential and the one (1) year period shall automatically be extended until receipt of notice.
- 10.5 If after payment of the amount required to be paid under this Article, following the termination of the Contract, County Fire should decide to complete the original Project, (or substantially the same Project), County Fire shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates and other Design Documents and research studies prepared under this Contract by the Architect. County Fire agrees to credit the Architect with such authorship as may be due him, but is not required to renew the Contract.
- 10.6 Should County Fire choose to complete the Project without renewing this agreement, or make future modifications to the documents, County Fire shall indemnify the Architect to the fullest extent of the Law.

#### **ARTICLE 11. INDEMNIFICATION**

Architect shall defend and indemnify County and County Fire for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

#### **ARTICLE 12. INSURANCE**

The Architect agrees to provide insurance set forth in accordance with the requirements herein. If the Architect uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Architect agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Architect shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Architect and all risks to such persons under this Agreement.

If Architect has no employees, it may certify or warrant to County Fire that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Architects that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance.

- **Commercial/General Liability Insurance** - The Architect shall carry General Liability Insurance covering all operations performed by or on behalf of the Architect providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations
- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit.

- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the Architect is transporting one or more non-employee passengers in the performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Architect owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- **Umbrella/Excess Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits **OR**
- **Errors and Omissions Liability Insurance** - with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits **OR**
- **Directors and Officers Insurance** – coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of County Fire.

If insurance is being provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage be provided for a minimum of five (5) years after contract completion.

**Policies Primary and Non-Contributory** - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or County Fire.

**Severability of Interests** – The Architect agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Architect and County Fire and/or County and any other insured or additional insured under the policy.

**Additional Insured** - All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County, County Fire, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County and/or County Fire to vicarious liability but shall allow coverage for the County and/or County Fire to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights** - The Architect shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, the County Fire, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Architect and Architect's employees or agents from waiving the rights of subrogation prior to a loss or claim. The Architect hereby waives all rights of subrogation against the County Fire and County.

**Proof of Coverage** - Architect shall furnish certificates of insurance to the County Fire's representative administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County Fire; and Architect shall maintain such insurance from time Architect commences performance of services hereunder until the completion of such services.

Within fifteen (15) days of the commencement of this Agreement, the Architect shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage** - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Architect or County payments to the Architect will be reduced to pay for County purchased insurance.

**Insurance Review** - The above insurance requirements are subject to periodic review by County Fire and the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce or waive or suspend any insurance requirements whenever the Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County Fire or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County Fire or County, inflation, or any other item reasonably related to County Fire's or County's risks.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Architect agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of County Fire to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County Fire or the County.

### **ARTICLE 13. SUCCESSORS AND ASSIGNS**

- 13.1 This Contract shall be binding upon County Fire and the Architect and their respective successors and assigns.
- 13.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due hereunder may be assigned by the Architect without the prior written consent and approval of County Fire.
- 13.3 Death or Incapacity: If the Architect transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and County Fire shall pay him or his estate the compensation payable under Article 4, Compensation, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County Fire be reason of such termination. If there be more than one Architect and any one of them die or become incapacitated and the others continue to render the services covered herein, County Fire will make payment to those continuing as though there had been no such death or incapacity and County Fire will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Architect herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Architect.

### **ARTICLE 14. NOTICES**

Any notice may be served effectually upon County Fire by delivering it in writing or by telegram, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to: County Fire Protection District, 157 West 5th Street, Second Floor, San Bernardino, CA 92415-0451, or any notice may be served effectually by delivering or mailing it addressed to any other place or places the County Fire may designate by written notice served upon the other.

### **ARTICLE 15. NONDISCRIMINATION**

In connection with the performance of the Architect pursuant to this Contract, the Architect will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, gender, marital status, sexual orientation, age, political affiliation or disability. The Architect will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, national origin, gender, marital status, sexual orientation, age, political affiliation or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **ARTICLE 16. WAIVER**

The Architect shall not be relieved of liability to County Fire for damages sustained by County Fire by virtue of any breach of this Contract by the Architect, and County Fire may withhold any payments to the Architect for the purpose of set-off until such time as the exact amount of damages due County Fire from the Architect is

determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

#### **ARTICLE 17. REPRESENTATIVES OF COUNTY**

The Fire Chief / Fire Warden of the County Fire Protection District for San Bernardino County shall represent County Fire in all matters pertaining to the services to be rendered under this Contract, including termination or assignment of this Contract, and shall be the final authority in all matters pertaining to the Project.

#### **ARTICLE 18. ERRORS, OMISSIONS AND/OR CONFLICTS**

The Architect shall be responsible for the integrity of all design and research studies prepared or approved by Architect and should County Fire suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Architect shall be responsible to County Fire for costs of all such damages.

#### **ARTICLE 19. VENUE**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

#### **ARTICLE 20. ATTORNEY FEES AND COSTS**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against the County and/or County Fire, including such costs and attorney's fees payable under Article 11, Indemnification.

#### **ARTICLE 21. FORMER COUNTY OFFICIALS**

Architect agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Architect. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Architect. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

#### **ARTICLE 22. CONFLICT OF INTEREST**

Architect shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and County Fire or the County. Architect shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, County Fires, and other local agencies are subject to applicable conflict of interest codes and state law. In the event County Fire determines a conflict of interest situation exists, County Fire may disallow any increase in costs associated with the conflict of interest situation, and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Architect's officers, employees, or agents have family, business, or other ties so long as the employment of such persons

does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### **ARTICLE 23. INACCURACIES OR MISREPRESENTATIONS**

If during the course of the administration of this Contract, County Fire determines that the Architect has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County Fire, this Contract may be immediately terminated. If this Contract is terminated according to this provision, County Fire is entitled to pursue any available legal remedies.

### **ARTICLE 24. PAYMENT BY ELECTRONIC FUND TRANSFER**

Architect shall accept all payments from County Fire via electronic funds transfer (EFT) directly deposited into the Architect's designated checking or other bank account. Architect shall promptly comply with directions and accurately complete forms provided by County Fire required to process EFT payments.

### **ARTICLE 25. IMPROPER CONSIDERATION**

Architect shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of County Fire in an attempt to secure favorable treatment regarding this Contract.

County Fire, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of County Fire with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Architect shall immediately report any attempt by a County Fire officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Architect. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, County Fire is entitled to pursue any available legal remedies.

### **ARTICLE 26. INDEPENDENT CONTRACTOR**

The parties hereto, in the performance of this Contract, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract.

### **ARTICLE 27. LAW**

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

### **ARTICLE 28. USE OF ARRA FUNDS AND REQUIREMENTS**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii)

Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

#### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

**IN WITNESS WHEREOF**, the Board of Directors, acting as the governing board of County Fire, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

▶ \_\_\_\_\_  
Gary C. Ovitt, Chairman, Board of Directors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title \_\_\_\_\_  
*(Print or Type)*

Laura H. Welch, Secretary of the Board

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
▶ \_\_\_\_\_  
Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Presented to Board for Signature  
▶ \_\_\_\_\_  
Date \_\_\_\_\_