

## **Solicitation 14039-20401**

### **Design 5 New Offices at Research & Development Building**

**Bid designation: Public**



**County of Orange**

# Bid 14039-20401

## Design 5 New Offices at Research & Development Building

Bid Number **14039-20401**  
Bid Title **Design 5 New Offices at Research & Development Building**

Bid Start Date **Apr 1, 2014 4:05:33 PM PDT**  
Bid End Date **Apr 16, 2014 4:00:00 PM PDT**

Bid Contact **Grace Felix**

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

### Description

REQUEST FOR STATEMENT OF QUALIFICATION (SOQ)

DATE: 04/04/2014  
TO: **Architecture-Engineering (A-E) Firms**  
SUBJECT: Design 5 New Offices at Research & Development Building  
PROJECT NO: 14039-20401

The Orange County Sheriff's Department Facilities Planning Division is seeking firms interested in providing A-E professional design services for the design of 5 new business offices at Research & Development Building. Expected deliverables will include construction bid documents, consisting of plans, specifications and cost estimates.

#### General Description of Work:

5 new offices are needed at Research & Development Building. The A-E services for this project are to design 5 new business offices that are California Building Code (CBC) and Americans with Disabilities Act (ADA) compliant. The scope of work includes but not limited to design and engineering services for demolition of the existing office space to accommodate the new offices, construction layout & details, furnishing layout, lighting design, and connections to the existing mechanical, electrical and fire & life safety systems, or implementation of new mechanical, electrical and fire & life safety systems as needed.

#### Interested A-E Firms should respond as follows:

Each A-E Firm is to return completed hard copies (1 original, 3copies) of the Statement of Qualifications Form (Form A-02.3) to County office no later than 4:00 pm on Wednesday, April 16, 2014. SOQs faxed or sent via E-mail will not be considered for evaluation. Additionally, SOQs postmarked by due date, but not received in County office by the due date and time, will not be considered for evaluation.

#### A-E Firm to address SOQ package as follows:

Tom Davis, Facilities Planning Manager  
Orange County Sheriff – Coroner  
Research and Development / Facilities Planning  
431 The City Drive South  
Orange, CA 92868  
Ref: Design 5 New Offices at Research & Development Building

#### The selection process will consist of the following:

A committee comprised of County staff will review the responses in accordance with the established criteria and evaluate these in order to select the three most qualified firms. Copies of forms for the Consultant Evaluation Scores and Summary of Total Scores (Form A-02.4 and Form A-02.5) are attached.

If the estimated fee is under \$100,000, Orange County Sheriff's Department (OCSD) Facilities Planning Division will select the primary firm and negotiations will occur. If an agreement cannot be reached with the primary firm, the negotiations will be terminated and the alternate firm will be invited to submit a proposal. When under \$100,000, negotiation and acceptance are by OCSD Facilities Planning Division and a Purchase Order Contract is written by OCSD Purchasing.

If the estimated fee is over \$100,000, a ranked slate of firms (normally three firms) will be presented to the Board of Supervisors for selection of the primary firm and an alternate. The primary firm will be invited to submit a fee proposal to the OCSD Facilities Planning Division, and enter into contract negotiations. If an agreement cannot be reached with the primary firm, the negotiations will be terminated and the alternate firm will be invited to submit a proposal. The agreed upon negotiated amount will be presented to the Board of Supervisors for acceptance and award. The County reserves the right to reject any and all submittals and to award no contract whatsoever.

Please note that the selected Consulting Firm will be required to hold One Million Dollar (\$1,000,000) liability and E&O (errors and omissions) insurance. No bonds are required.

If your firm would like to be considered for this project, please submit the required documentation by Wednesday, April 16, 2014.

Thank you for your interest,

Tom Davis

Authorized Signature

Research and Development/Facilities Planning

Attachments (5):

- Form A-02.3, Statement of Qualifications
- Form A-02.4, SOQ Written Evaluation Criteria
- Form A-02.5, SOQ Summary of Total Scores
- Form A-02.6, SOQ Invitation Letter
- Sample A/E Agreement

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A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" and for purposes of identification hereby numbered D>, and dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is

BY AND BETWEEN County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND (insert name of firm/corporation, a XXXX (ex. California or Delaware), Corporation, hereinafter referred to as "A/E",

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES"

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in > (insert specific agreement Scope Of Work for insert type of service ), hereinafter referred to as "Exhibit A," attached hereto and incorporated herein by reference; and

WHEREAS, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying. *If contract is for use for A/E other than a licensed engineer, surveyor, or architect, modify or delete this section and the following accordingly.*

1 NOW, THEREFORE, IT IS AGREED by and between the parties hereto as  
2 follows:

3 **A. Retainer**

4 1. COUNTY does hereby retain A/E to perform the PROJECTS/  
5 SERVICES as required by this AGREEMENT.

6 2. The Director of the Orange County Sheriff's Department  
7 (OCSD), Research and Development Division or his designee, hereinafter  
8 referred to as "DIRECTOR", is the representative of COUNTY.

9 3. A/E has been selected to perform the work described herein  
10 because of the skills and expertise of key individuals employed by A/E.  
11 Therefore, A/E agrees to assign the below listed individuals to perform their  
12 duties under the AGREEMENT and for the term of the AGREEMENT.

13 It is understood that the Principal A/E, Project Manager, Project Architect,  
14 Project Engineer and staff are qualified, experienced staff members  
15 satisfactory to DIRECTOR who shall, so long as performance continues to be  
16 acceptable to DIRECTOR, remain in charge of the services for the Project from  
17 Project start through completion. The personnel named below may be changed  
18 upon prior written approval of DIRECTOR, which approval shall not be  
19 unreasonably withheld. Additionally, A/E must furnish the names to DIRECTOR  
20 of all lead or key people in its firm who will be associated with this  
21 Project. If the designated Principal A/E, Project Manager, or any other  
22 key/lead person fails to perform satisfactorily, upon written notice from  
23 DIRECTOR, A/E will have fifteen (15) calendar days to remove that person from  
24 the Project and replace that person with one acceptable to DIRECTOR.  
25 Individuals requested to fill vacant key/lead positions and other Project-  
26 related positions must have prior approval by DIRECTOR.

1 If any of the following individuals is relieved of his/her duties to perform  
2 under this AGREEMENT, or ceases to be in the employ of A/E, COUNTY may  
3 terminate this AGREEMENT pursuant to Clause H.

4	Position	Name
5	Senior Principal	_____
6	Principal	_____
7	Project Director	_____
8	Design Principal	_____
9	Project Manager	_____
10	Project Architect	_____
11	Architect	_____
12	Project Engineer	_____
13	Engineer	_____

15 4. A/E may employ special consultants/contractors for the  
16 accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that  
17 only the following firms or independent consultants/contractors are to be  
18 employed to provide these PROJECTS/SERVICES, and that the aggregate money  
19 value of their PROJECTS/SERVICES shall not constitute more than forty-nine  
20 percent (49%) of the total amount of PROJECTS/SERVICES required under this  
21 AGREEMENT:

- 22 a. (list names of firms/disciplines, delete excess lines)
- 23 b. >
- 24 c. >
- 25 d. >

26 5. Consultants/contractors may be substituted and/or added

1 by mutual written AGREEMENT of A/E and DIRECTOR.

2 6. A/E's employment of independent consultants/contractors shall  
3 not relieve A/E from the performance of its own responsibilities pursuant to  
4 this AGREEMENT. However, all consultants/contractors independently  
5 contracting with COUNTY shall be independently liable to COUNTY for the  
6 performance of the work pursuant to their agreements, and A/E shall have no  
7 liability for work by contractors independently contracting with COUNTY.

8 7. A/E and its consultants, if any, shall, at all times during  
9 the term of this AGREEMENT, maintain in full force and effect such licenses  
10 or permits as may be required by the State of California or any other  
11 governmental entity. A/E and its consultants, if any, shall strictly adhere  
12 to, and obey, all governmental rules and regulations in effect or as  
13 subsequently enacted or modified, as promulgated by any local, state, or  
14 federal governmental entities.

15 **B. PROJECTS/SERVICES**

16 1. Description of PROJECTS/SERVICES

17 a. PROJECT/SERVICES to be performed by A/E shall consist of  
18 the work as specified herein and as required in Exhibit A. If in the event  
19 Exhibit A shall be in conflict with any provision of this AGREEMENT, the  
20 wording as set forth in Exhibit A shall prevail.

21 b. A/E shall be responsible for submitting all  
22 PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and  
23 checked for completeness, accuracy and consistency by the registered  
24 professional(s) named in Section A herein; and, any PROJECTS/SERVICES not  
25 meeting this requirement will be returned to A/E prior to review by COUNTY.

26 2. Design Criteria and Standards

1 All PROJECTS/SERVICES shall be performed in accordance with  
2 instructions, criteria and standards set forth in the latest edition of the  
3 OCSD "Architect-Engineer Guide" available for review from COUNTY and as  
4 directed by DIRECTOR.

5 3. Scheduling

6 a. Concurrently with the work of the AGREEMENT, A/E shall  
7 prepare a progress work schedule and within (> insert days) working days from  
8 the date of receipt of individual assignments from COUNTY, A/E shall submit  
9 to COUNTY two (2) copies of a progress work schedule which shall delineate  
10 dates of commencement and completion of the various phases of  
11 PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY  
12 review period(s) set forth herein. An approved copy of the progress schedule  
13 will be returned to A/E.

14 b. A/E shall allow at least (> insert days) working days  
15 for COUNTY review of progress work schedule. In planning work A/E should  
16 anticipate and allow ten (10) working days for COUNTY review of each  
17 submittal required in Exhibit A.

18 c. A/E shall meet (> insert on an "as-needed" basis as  
19 determined by DIRECTOR) or at least once every (> insert weeks) weeks with  
20 COUNTY to review progress of work, adherence to progress schedule,  
21 coordination of work, scheduling of seminars, if needed, and to resolve any  
22 problems that may develop.

23 d. Within (> insert days) working days of each meeting,  
24 A/E shall prepare a brief memorandum summarizing the results of the meeting  
25 and shall submit it to COUNTY for concurrence.

26 e. A/E shall complete all the work of PROJECTS/SERVICES



1 and obtain all approvals by COUNTY within the time frame indicated in Exhibit  
2 A except A/E shall not be responsible for any delay beyond the control of  
3 A/E.

4 f. In the event A/E fails to complete the work and obtain  
5 the approval of DIRECTOR in the time allowed, COUNTY shall have the option of  
6 completing the work by its own forces or by contract with another firm. The  
7 time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this  
8 AGREEMENT shall be extended for delay caused by COUNTY in completing its work  
9 pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review  
10 and/or approval time periods.

11 **C. Assistance by COUNTY**

12 1. COUNTY shall assign an appropriate staff member to work with  
13 A/E in connection with the work of this AGREEMENT. Said staff member's  
14 duties will consist of the giving of advice and consultations, assisting A/E  
15 in negotiations with other public agencies and private parties, miscellaneous  
16 items which in the judgment of A/E or DIRECTOR warrant attention and all  
17 other duties as may be described in Exhibit A.

18 2. All of the above activities, however, shall be the primary  
19 responsibility of A/E to schedule, initiate and carry through to completion.

20 **D. Non-Employment of COUNTY Personnel**

21 1. A/E agrees that it will neither negotiate, offer, or give  
22 employment to any full-time, regular employee of COUNTY in professional  
23 classifications of the same skills required for the performance of this  
24 AGREEMENT who is involved in this Project in a participatory status during  
25 the life of this AGREEMENT regardless of the assignments said employee may be  
26 given or the days or hours employee may work

1           2. Nothing in this AGREEMENT shall be deemed to make A/E, or any  
2 of A/E's employees or agents, the agents or employees of COUNTY. A/E shall  
3 be an independent contractor and shall have responsibility for and control  
4 over the details and means for performing the work, provided that A/E is in  
5 compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which  
6 may appear to give COUNTY the right to direct A/E as to the details of the  
7 performance of the work or to exercise a measure of control over A/E shall  
8 mean that A/E shall follow the desires of COUNTY, only in the results of the  
9 work.

10           **E. Non-Discrimination**

11           1. In the performance of this AGREEMENT, A/E agrees that it will  
12 comply with the requirements of the California Labor Code and not engage nor  
13 permit any subcontractors to engage in discrimination in employment of  
14 persons because of the race, religious creed, color, national origin,  
15 ancestry, physical disability, mental disability, medical condition, marital  
16 status, or sex of such persons.

17           2. A/E acknowledges that a violation of this provision shall  
18 subject A/E to all the penalties imposed for a violation of the California  
19 Labor Code.

20           **F. Employee Eligibility Verification**

21           1. A/E warrants that it fully complies with all Federal and  
22 State statutes and regulations regarding the employment of aliens, and others  
23 and that all its employees performing work under this AGREEMENT meet the  
24 citizenship or alien status requirement set forth in Federal statutes and  
25 regulations. A/E shall obtain, from all employees performing work hereunder,  
26 all verification and other documentation of employment eligibility status

1 required by Federal or State statutes and regulations, including but not  
2 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324  
3 et seq., as they currently exist and as they may be hereafter amended. A/E  
4 shall retain all such documentation for all covered employees for the period  
5 prescribed by the law.

6           2.    **A/E shall indemnify, defend with counsel approved in writing**  
7 **by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees**  
8 **from employer sanctions and any other liability which may be assessed against**  
9 **A/E or COUNTY or both in connection with any alleged violation of any Federal**  
10 **or State statutes or regulations pertaining to the eligibility for employment**  
11 **of any persons performing work under this AGREEMENT.**

12           **G.    Termination of Agreement for Cause**

13           1.    If A/E breaches any of the covenants or conditions of this  
14 AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten  
15 (10) days written notice prior to the effective day of termination.

16           2.    A/E shall have the opportunity to cure the alleged breach  
17 prior to termination.

18           3.    In the event the alleged breach is not cured by A/E prior to  
19 termination, all work performed by A/E pursuant to this AGREEMENT, which  
20 work has been reduced to plans or other documents, shall be made available  
21 to COUNTY.

22           **H.    Termination for Convenience**

23           1.    Notwithstanding any other provision of the AGREEMENT, COUNTY  
24 may at any time, and without cause, terminate this AGREEMENT in whole or in  
25 part, upon not less than seven (7) calendar days' written notice to A/E.  
26 Such termination shall be effected by delivery to A/E of a notice of

1 termination specifying the effective date of the termination and the extent  
2 of the Work to be terminated.

3 2. A/E shall immediately stop work in accordance with the notice  
4 and comply with any other direction as may be specified in the notice or as  
5 provided subsequently by COUNTY.

6 3. COUNTY shall pay A/E for the Work completed prior to the  
7 effective date of the termination, and such payment shall be A/E's sole  
8 remedy under this AGREEMENT.

9 4. Under no circumstances will A/E be entitled to anticipatory  
10 or unearned profits, consequential damages, or other damages of any sort as  
11 a result of a termination or partial termination under this Paragraph.

12 5. A/E shall insert in all subcontracts that the subcontractor  
13 shall stop work on the date of and to the extent specified in a notice of  
14 termination, and shall require subcontractors to insert the same condition  
15 in any lower tier subcontracts.

16 **I. Term and Maximum Compensation**

17 The term of this AGREEMENT is for (> insert years) commencing on  
18 the date of the Purchase Order accompanying this AGREEMENT, with a maximum  
19 allowable compensation of (> insert dollars).

20 **J. A/E Compensation and Extra Work**

21 For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E  
22 shall be compensated on the basis of not to exceed fixed fees in accordance  
23 with the following:

24 1. Compensation including Basic Services, Special Services and  
25 reimbursables shall be described/indentified and payable as stipulated in Fee  
26 Schedule, hereinafter referred to as "Exhibit B", attached hereto and

1 incorporated herein by reference.

2 2. Where extra work is authorized for PROJECTS/SERVICES:

3 a. The amount for Extra Work shall be determined using the  
4 hourly rate schedule in Exhibit B and shall be agreed in writing before  
5 beginning the additional work. Extra Work shall be required by and ordered  
6 in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed ten  
7 thousand dollars (\$10,000) for contracts equal to or less than one hundred  
8 thousand dollars (\$100,000), and may order Extra Work up to ten percent  
9 (10%) of the original contract amount for contracts more than one hundred  
10 thousand dollars (\$100,000) and less than or equal to two hundred fifty  
11 thousand dollars (\$250,000). For contracts greater than two hundred fifty  
12 thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand  
13 dollars (\$25,000) plus one percent (1%) of the original contract amount in  
14 excess of two hundred fifty thousand dollars (\$250,000). In no case shall  
15 Extra Work cumulatively exceed one hundred thousand dollars (\$100,000). All  
16 changes in scope of work that amend this AGREEMENT may be subject to approval  
17 by the Orange County Board of Supervisors.

18 b. A/E's billing for the Extra Work shall include but not  
19 be limited to names of A/E's staff employed in the Extra Work,  
20 classification of employees and number of hours worked.

21 3. For partial completion of work of PROJECTS/SERVICES followed  
22 by default on part of A/E:

23 a. For failure to complete and secure approval of the  
24 first required submittal, there shall be no compensation.

25 b. For failure to complete and secure approval of other  
26 authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others,

1 be entitled to receive compensation based on approved work of  
2 PROJECTS/SERVICES not to exceed the amounts specified in Exhibit B for that  
3 particular submittal, plus the reasonable value as determined by COUNTY of  
4 the non-approved work; provided, however, that if the cost to COUNTY to  
5 complete the contract exceeds the amount specified herein, A/E shall be  
6 liable to COUNTY for such excess costs attributable to A/E's breach of the  
7 AGREEMENT.

8 **K. Laws to be Observed**

9 A/E is assumed to be familiar with and, at all times, shall  
10 observe and comply with all federal, state and local laws, ordinances and  
11 regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

12 **L. Errors and Omissions**

13 1. All PROJECTS/SERVICES submitted by A/E shall be complete and  
14 shall be carefully checked prior to submission. A/E understands that  
15 COUNTY's checking is discretionary, and A/E shall not assume that COUNTY will  
16 discover errors and/or omissions. If COUNTY discovers any errors or  
17 omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES  
18 will be returned to A/E for correction. Should COUNTY or others discover  
19 errors or omissions in the work submitted by A/E after COUNTY's approval  
20 thereof, COUNTY's approval of A/E's PROJECTS/SERVICES shall not be used as a  
21 defense by A/E.

22 2. If A/E subcontracts portions of the architectural or  
23 engineering design PROJECTS/SERVICES to be performed under the terms of this  
24 AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased  
25 Professional Liability Insurance to the same limits as described in Paragraph  
26 M (unless modified by Exhibit A) and containing the same clauses as the

1 insurance required of A/E under the terms of this AGREEMENT. Evidence of  
2 subcontractor's insurance shall be submitted to COUNTY upon request.

3 **M. Insurance**

4 1. Prior to the provision of services under this AGREEMENT, A/E  
5 agrees to purchase all required insurance at A/E's expense and to deposit  
6 with COUNTY Certificates of Insurance, including all endorsements required  
7 herein, necessary to satisfy COUNTY that the insurance provisions of this  
8 AGREEMENT have been complied with and to keep such insurance coverage and the  
9 certificates therefore on deposit with COUNTY during the entire term of this  
10 AGREEMENT. COUNTY reserves the right to request that A/E provide COUNTY with  
11 copies of the declarations page showing all endorsements and a certified copy  
12 of the policy.

13 2. In addition, all subcontractors performing work on behalf of  
14 A/E pursuant to this AGREEMENT shall obtain insurance subject to the same  
15 terms and conditions as set forth herein for A/E.

16 3. All self-insured retentions (SIRs) or deductibles shall be  
17 clearly stated on the Certificate of Insurance. If no deductibles or SIRs  
18 apply, indicate this on the Certificate of Insurance with a zero (0) by the  
19 appropriate line of coverage. Any deductible or self-insured retention (SIR)  
20 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall  
21 specifically be approved by the County Executive Office (CEO)/Office of Risk  
22 Management. A/E shall be responsible for reimbursement of any deductible to  
23 the insurer.

24 4. If A/E fails to maintain insurance acceptable to COUNTY for  
25 the full term of this AGREEMENT, COUNTY may terminate this AGREEMENT.

26 a. Qualified Insurer

(1) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

(2) The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

(3) The policy or policies of insurance maintained by A/E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or occurrence



<p>1 Environmental/Pollution</p> <p>2 Liability</p> <p>3 (Only include</p> <p>4 Environmental/Pollution Liability</p> <p>5 coverage in contracts where hazardous</p> <p>6 materials or waste are involved.</p> <p>7 Remove it if not necessary).</p>	<p>\$1,000,000 per claims made</p> <p>or occurrence</p>
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b. Required Coverage Forms

(1) The Commercial General Liability coverage shall be written on Insurance Service Office (ISO) form CG 00 01, or substitute form providing liability coverage as broad.

(2) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

c. Required Endorsements

(1) The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certification of Insurance:

(a) An Additional Insured endorsement using ISO form CG 20 10 or CG 20 33 or a form at least broad, naming the County of Orange, hereinafter referred to as "COUNTY", their elected and appointed officials, and employees as Additional Insured.

(b) A primary non-contributing endorsement evidencing that the A/E's insurance is primary and any insurance maintained by the COUNTY shall be excess and non-contributing.

1 (2) The Worker's Compensation policy shall contain a  
2 waiver of subrogation endorsement waiving all rights of subrogation against  
3 COUNTY and members of the Board of Supervisors, its elected and appointed  
4 officials, officers, employees and agents.

5 (3) All insurance policies required by this AGREEMENT  
6 shall waive all rights of subrogation against COUNTY, and members of the  
7 Board of Supervisors, its elected and appointed officials, officers, agents  
8 and employees when acting within the scope of their appointment or  
9 employment.

10 (4) All insurance policies required by this AGREEMENT  
11 shall give COUNTY thirty (30) days notice in the event of cancellation and  
12 ten (10) days notice for non-payment of premium. This shall be evidenced by  
13 policy provisions or an endorsement separate from the Certificate of  
14 Insurance.

15 (5) If A/E's Professional Liability policy is a  
16 "claims made" policy, A/E shall agree to maintain professional liability  
17 coverage for two years following completion of contract.

18 (6) The Commercial General Liability policy shall  
19 contain a severability of interests' clause (standard in the ISO CG 001  
20 policy).

21 (7) Insurance certificates should be forwarded to the  
22 COUNTY address listed on the solicitation.

23 (8) If the A/E fails to provide the insurance  
24 certificates and endorsements within seven (7) days of notification by  
25 COUNTY, award may be made to the next qualified vendor.

26 (9) COUNTY expressly retains the right to require A/E

1 to increase or decrease insurance of any of the above insurance types  
2 throughout the term of this AGREEMENT. Any increase or decrease in insurance  
3 will be as deemed by County of Orange Risk Manager as appropriate to  
4 adequately protect COUNTY.

5 (10) COUNTY shall notify A/E in writing of changes in  
6 the insurance requirements. If A/E does not deposit copies of acceptable  
7 certificates of insurance and endorsements with COUNTY incorporating such  
8 changes within thirty (30) days of receipt of such notice, this AGREEMENT may  
9 be in breach without further notice to A/E, and COUNTY shall be entitled to  
10 all legal remedies.

11 (11) The procuring of such required policy or policies  
12 of insurance shall not be construed to limit A/E's liability hereunder nor to  
13 fulfill the indemnification provisions and requirements of this AGREEMENT,  
14 nor act in any way to reduce the policy coverage and limits available from  
15 the insurer.

16 **N. Indemnification**

17 **A/E agrees to, indemnify, defend with counsel approved in writing**  
18 **by COUNTY, and hold COUNTY, its elected and appointed officials, officers,**  
19 **employees, agents and those special districts and agencies which COUNTY'S**  
20 **Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES")**  
21 **harmless from any claims, demands or liability of any kind or nature,**  
22 **including but not limited to personal injury or property damage, arising out**  
23 **of, pertaining to, or relating to the negligence, recklessness, or willful**  
24 **misconduct of A/E. If judgment is entered against A/E and COUNTY by a court**  
25 **of competent jurisdiction because of the concurrent active negligence of A/E**  
26 **and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be**

1 apportioned as determined by the court. Neither party shall request a jury  
2 apportionment. Notwithstanding anything stated above, nothing contained  
3 herein shall relieve A/E of any insurance requirements or obligations created  
4 elsewhere in this AGREEMENT.

5 **O. Award of Construction Agreement and Other Future Agreements**

6 A/E is hereby informed that provisions of the Public Contract  
7 Code, the Political Reform Act of 1974, other statutes, regulations, and  
8 COUNTY policy prohibit, as an impermissible conflict of interest, the award  
9 of a contract for the construction of the project(s) on which A/E performed  
10 architectural-engineering services under this A/E AGREEMENT. A/E is hereby  
11 informed that these statutes and regulations could also prohibit the award to  
12 A/E of design or other contracts on future phases related to tasks performed  
13 by A/E under this AGREEMENT. This prohibition applies also to a  
14 subcontractor of or parent company of the firm that performed architectural-  
15 engineering tasks under this AGREEMENT.

16 **P. Amendments**

17 No alteration or variation of the terms of this AGREEMENT shall be  
18 valid unless made in writing and signed by the parties; no oral understanding  
19 or agreement not incorporated herein shall be binding on either of the  
20 parties; and no exceptions, alternatives, substitutes or revisions are valid  
21 or binding on COUNTY unless authorized by COUNTY in writing.

22 **Q. Successors and Assigns**

23 The terms and provisions of this AGREEMENT shall be binding upon  
24 and inure to the benefit of the parties hereto and their successors and  
25 assigns.

26 **R. Entirety**

1 This AGREEMENT contains the entire agreement between the parties  
2 with respect to the matters provided for herein.

3 **S. Severability**

4 If any part of this AGREEMENT is held, determined, or adjudicated  
5 to be illegal, void, or unenforceable by a court of competent jurisdiction,  
6 the remainder of this AGREEMENT shall be given effect to the fullest extent  
7 reasonably possible.

8 **T. Binding Obligation**

9 The PARTIES to this AGREEMENT represent and warrant that this  
10 AGREEMENT has been duly authorized and executed and constitutes the legally  
11 binding obligation of their respective organization or entity enforceable in  
12 accordance with its terms.

13 **U. Governing Law and Venue**

14 1. This AGREEMENT has been negotiated and executed in the  
15 State of California and shall be governed by and construed under the  
16 laws of the State of California. In the event of any legal action to  
17 enforce or interpret this AGREEMENT, the sole and exclusive venue shall  
18 be a court of competent jurisdiction located in Orange County,  
19 California, and the PARTIES hereto agree to and do hereby submit to the  
20 jurisdiction of such court, notwithstanding Code of Civil Procedure,  
21 Section 394.

22 2. The PARTIES specifically agree that by soliciting and  
23 entering into and performing PROJECTS/SERVICES under this AGREEMENT, A/E  
24 shall be deemed to constitute doing business within Orange County from the  
25 time of solicitation of work, through the period when all PROJECTS/SERVICES  
26 under this AGREEMENT is completed, and continuing until the expiration of any

1 applicable limitations period.

2 **V. Child Support Enforcement Requirements**

3 1. To comply with child support enforcement requirements of  
4 COUNTY, within thirty (30) days of notification of selection for award of  
5 PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the  
6 information required in County of Orange Child Support Enforcement Contract  
7 Certification, hereinafter referred to as "Exhibit C," attached hereto and  
8 incorporated herein by reference.

9 2. If A/E is not a corporation, general partnership, limited  
10 liability partnership, or limited liability company, A/E shall, within thirty  
11 (30) days of notification of selection of award of PROJECTS/SERVICES,  
12 complete and furnish to DIRECTOR the information required in EDD Independent  
13 Contract Reporting Requirements, hereinafter referred to as "Exhibit D,"  
14 attached hereto and incorporated herein by reference.

15 3. It is expressly understood that this data will be transmitted  
16 by COUNTY to governmental agencies charged with the establishment and  
17 enforcement of child support orders and for no other purposes.

18 **W. Ownership of Documents**

19 1. All data, including but not limited to letters, reports,  
20 files, plans, drawings, specifications, proposals, sketches, diagrams and  
21 calculations, prepared by A/E and/or anyone acting under the supervision of  
22 A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon  
23 preparation by A/E and may be used by COUNTY as it may require without  
24 additional cost to COUNTY.

25 2. COUNTY shall not be limited in any way to its use thereof at  
26 any time, including the release of this data to third parties. A/E shall be

1 held harmless for release of such data as may be prepared or created under  
2 this AGREEMENT to any third party. If A/E and/or anyone acting under the  
3 supervision of A/E should later desire to use any of the data prepared in  
4 connection with this AGREEMENT, A/E shall first obtain the written approval  
5 of COUNTY.

6 **X. Confidentiality**

7 1. All ideas, memoranda, specifications, plans, procedures,  
8 drawings, descriptions, and all written or other information submitted to  
9 A/E in connection with the performance of this AGREEMENT shall be held  
10 confidential by A/E and/or anyone acting under the supervision of A/E and  
11 shall not, without the prior written consent of COUNTY, be used for any  
12 purposes other than the performance of the PROJECTS/SERVICES described in  
13 Exhibit A, nor be disclosed to any person, partnership, company, corporation  
14 or agency, not connected with the performance of the PROJECTS/SERVICES.

15 2. Nothing furnished to A/E which is generally known among  
16 counties in Southern California shall be deemed confidential.

17 3. A/E and/or anyone acting under the supervision of A/E shall  
18 not use COUNTY name or insignia, photographs of the work, or any other  
19 publicity pertaining to the work in any magazine, trade paper, newspaper, or  
20 other medium without the express written consent of COUNTY.

21 **Y. Publication**

22 1. No copies of sketches, schedules, written documents, computer  
23 based data, photographs, maps or graphs, including graphic art work,  
24 resulting from performance or prepared in connection with this AGREEMENT, are  
25 to be released by A/E and/or anyone acting under the supervision of A/E to  
26 any person, partnership, company, corporation, or agency, without prior

1 written approval by COUNTY, except as necessary for the performance of the  
2 services of this AGREEMENT. All press contacts, including graphic display  
3 information to be published in newspapers, magazines, etc., are to be  
4 administered only after COUNTY approval.

5 2. A/E agrees that it will not issue any news releases or make any  
6 contact with the media in connection with either the award of this AGREEMENT  
7 or any subsequent amendment of, or effort under this AGREEMENT. A/E must  
8 first obtain review and approval of said media contact from COUNTY through  
9 COUNTY'S Project Manager. Any requests for interviews or information received  
10 by the media should be referred directly to COUNTY. A/E's are not authorized  
11 to serve as a media spokespersons for COUNTY projects without first obtaining  
12 permission from COUNTY Project Manager

13 **Z. Records and Audit/Inspections**

14 1. A/E shall keep an accurate record of time expended by A/E  
15 and/or consultants employed by A/E in the performance of this AGREEMENT.

16 2. Within ten (10) days of COUNTY's written request, A/E shall  
17 allow COUNTY or authorized State or Federal agencies or any duly authorized  
18 representative to have the right to access, examine, audit, excerpt, copy or  
19 transcribe any pertinent transaction, activity, time cards or other records  
20 relating to this AGREEMENT.

21 3. A/E shall keep such material, including all pertinent cost  
22 accounting, financial records and proprietary data for a period of three (3)  
23 years after termination or completion of the AGREEMENT or until resolution of  
24 any claim or dispute between the PARTIES, whichever is later.

25 4. Should A/E cease to exist as a legal entity, records  
26 pertaining to this AGREEMENT shall be forwarded within a reasonable period of



1 time not to exceed sixty (60) days to its successor in interest or surviving  
2 entity in a merger or acquisition, or, in the event of liquidation, to  
3 COUNTY.

4 **AA. Notices**

5 1. Any and all notices, requests, demands and other  
6 communications contemplated, called for, permitted, or required to be given  
7 hereunder shall be in writing, except through the course of the PARTIES'  
8 project managers' routine exchange of information and cooperation during the  
9 PROJECTS/SERVICES.

10 2. Any written communications shall be deemed to have been duly  
11 given upon actual in-person delivery, if delivery is by direct hand, or upon  
12 delivery on the actual day of receipt, or no greater than four (4) calendar  
13 days after being mailed by U. S. certified or registered mail, return receipt  
14 requested, postage prepaid, whichever occurs first. The date of mailing shall  
15 count as the first day.

16 3. All communications shall be addressed to the appropriate  
17 party at the address stated herein or such other address as the parties  
18 hereto may designate by written notice from time to time in the manner  
19 aforesaid.

20 **For A/E:**

Name:  
Address:  
City:  
Attn:  
Phone:  
E-mail:  
Fax:

25 **For COUNTY:**

Name:  
Address:  
City:

1                   Attn:  
2                   Phone:  
3                   E-mail:  
4                   Fax:

4                   **AB. Attorney's Fees**

5                   In any action or proceeding to enforce or interpret any provision  
6 of this AGREEMENT, or where any provision hereof is validly asserted as a  
7 defense, each party shall bear its own attorney's fees, costs and expenses.

8                   **AC. Interpretation**

9                   1. AGREEMENT has been negotiated at arm's length and between  
10 persons sophisticated and knowledgeable in the matters dealt with in this  
11 AGREEMENT.

12                   2. In addition, each PARTY has been represented by experienced  
13 and knowledgeable independent legal counsel of their own choosing, or has  
14 knowingly declined to seek such counsel despite having the opportunity to do  
15 so.

16                   3. Each PARTY further acknowledges that they have not been  
17 influenced to any extent whatsoever in executing this AGREEMENT by any other  
18 PARTY hereto or by any person representing them, or both.

19                   4. Accordingly, any rule of law (including California Civil Code  
20 Section 1654) or legal decision that would require interpretation of any  
21 ambiguities in this AGREEMENT against the PARTY that has drafted it is not  
22 applicable and is waived.

23                   5. The provisions of this AGREEMENT shall be interpreted in a  
24 reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

25                   **AD. Headings**

26                   The various headings and numbers herein, the grouping of

1 provisions of this AGREEMENT into separate clauses and paragraphs, and the  
2 organization hereof are for the purpose of convenience only and shall not  
3 limit or otherwise affect the meaning hereof.

4 **AE. Acceptance**

5 Unless otherwise agreed to in writing by COUNTY acceptance shall  
6 not be deemed complete unless in writing and until all the services have  
7 actually been received, inspected, and tested to the satisfaction of COUNTY.

8 **AF. Consent to Breach not Waiver**

9 1. No term or provision of this AGREEMENT shall be deemed waived  
10 and no breach excused, unless such waiver or consent shall be in writing and  
11 signed by the party claimed to have waived or consented.

12 2. Any consent by any party to, or waiver of, a breach by the  
13 other, whether express or implied, shall not constitute consent to, waiver  
14 of, or excuse for any other different or subsequent breach.

15 **AG. Remedies Not Exclusive**

16 The remedies for breach set forth in this AGREEMENT are cumulative  
17 as to one another and as to any other provided by law, rather than exclusive;  
18 and the expression of certain remedies in this AGREEMENT does not preclude  
19 resort by either party to any other remedies provided by law.

20 **AH. Independent Contractor**

21 1. As referenced in Section D of this AGREEMENT, A/E shall be  
22 considered an independent contractor.

23 2. Neither A/E, its employees, nor anyone working under A/E  
24 shall qualify for workers' compensation or other fringe benefits of any kind  
25 through COUNTY.

26 **AI. Bills and Liens**

1 A/E shall pay promptly all indebtedness for labor, materials and  
2 equipment used in performance of the work. A/E shall not permit any lien or  
3 charge to attach to the work or the premises, **but if any does so attach, A/E**  
4 **shall promptly procure its release and, in accordance with the requirements**  
5 **of the indemnification paragraph above, indemnify, defend, and hold COUNTY**  
6 **harmless and be responsible for payment of all costs, damages, penalties and**  
7 **expenses arising from or related thereto.**

8 **AJ. Changes**

9 A/E shall make no changes in the work or perform any additional  
10 work without COUNTY'S specific written approval.

11  
12 **AK. Assignment**

13 The terms, covenants, and conditions contained herein shall apply  
14 to and bind the heirs, successors, executors, administrators and assigns of  
15 the parties. Furthermore, neither the performance of this AGREEMENT nor any  
16 portion thereof may be assigned or sub-contracted by A/E, by any means  
17 whatsoever including but not limited to merger by acquisition, without the  
18 express written consent of COUNTY. Any attempt by A/E to assign or sub-  
19 contract the performance or any portion thereof of this AGREEMENT without the  
20 express written consent of COUNTY shall be invalid and shall constitute a  
21 breach of this AGREEMENT.

22 **AL. Changes in Ownership**

23 A/E agrees that if there is a change or transfer in ownership,  
24 including but not limited to merger by acquisition, of A/E's business prior  
25 to completion of this AGREEMENT, the new owners shall be required under terms  
26 of sale or other transfer to assume A/E's duties and obligations contained in

1 this AGREEMENT and to obtain the written approval of DIRECTOR of such merger  
2 or acquisition, and complete the obligations and duties contained in the  
3 AGREEMENT to the satisfaction of COUNTY.

4 **AM. Force Majeure**

5 A/E shall not be assessed with damages or unsatisfactory  
6 performance penalties during any delay beyond the time named for the  
7 performance of this AGREEMENT caused by any act of God, war, civil disorder,  
8 employment strike or other cause beyond its reasonable control, provided A/E  
9 gives written notice of the cause of the delay to COUNTY within thirty-six  
10 (36) hours of the start of the delay and A/E avails himself of any available  
11 remedies.

12 **AN. Compliance with Laws**

13 1. A/E represents and agrees that services to be provided under  
14 this AGREEMENT shall fully comply, at A/E's expense, with all standards,  
15 laws, statutes, restrictions, ordinances, requirements, and regulations  
16 (collectively "laws"), including, but not limited to those issued by COUNTY  
17 in its governmental capacity and all other laws applicable to the  
18 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted  
19 by COUNTY.

20 2. A/E acknowledges that COUNTY is relying on A/E for such  
21 compliance, and pursuant to the requirements of the indemnification paragraph  
22 above, **A/E agrees that it shall defend, indemnify and hold COUNTY and COUNTY**  
23 **INDEMNITEES harmless from all liability, damages, costs and expenses arising**  
24 **from or related to a violation of such laws.**

25 **AO. Calendar Days**

26 Any reference to the word "day" or "days" herein means calendar

1 day or calendar days, respectively, unless otherwise expressly provided.

2 **AP. Breach of Contract**

3 The failure of A/E to comply with any of the provisions, covenants  
4 or conditions of this AGREEMENT shall be a material breach of this AGREEMENT.  
5 In such event, in addition to any other remedies available at law, in equity,  
6 or otherwise specified in this AGREEMENT, COUNTY may:

7 1. afford A/E written notice of the breach and ten (10) calendar  
8 days or such shorter time that may be specified in this AGREEMENT within  
9 which to cure the breach;

10 2. discontinue payment to A/E for and during the period in which  
11 A/E is in breach; and

12 3. offset those monies disallowed pursuant to the above, against  
13 any monies billed by A/E but yet unpaid by COUNTY.

14 **AQ. Default**

15 1. In the event any equipment or service furnished by A/E in the  
16 performance of this AGREEMENT should fail to conform to the specifications  
17 therein within one (1) calendar year from COUNTY's acceptance of the  
18 equipment or service, or any performance period specifically specified within  
19 the specifications or AGREEMENT, whichever is greater, COUNTY may reject  
20 same, and it shall become the duty of A/E to reclaim and remove the items  
21 without expense to COUNTY and to immediately replace all such rejected  
22 equipment or service with others conforming to such specifications, provided  
23 that should A/E fail, neglect or refuse to do so within one hundred and  
24 twenty (120) calendar days, COUNTY shall have the right to purchase on the  
25 open market a corresponding quantity of any such equipment or service and to  
26 deduct from any monies due or that may thereafter become due to A/E the

1 difference between the price specified in this AGREEMENT and the actual cost  
2 to COUNTY.

3           2. In the event A/E shall fail to make prompt delivery as  
4 specified of any equipment or service, the same conditions as to the rights  
5 of COUNTY to purchase on the open market and to reimbursement set forth above  
6 shall apply, except as otherwise provided in this AGREEMENT.

7           3. In the event of the cancellation of this AGREEMENT, either in  
8 whole or in part, by reason of the default or breach by A/E, any loss or  
9 damage sustained by COUNTY in procuring any equipment or service which A/E  
10 agreed to supply under this AGREEMENT shall be borne and paid for by A/E.

11           4. Default shall include failure to carry out any of the  
12 requirements of this AGREEMENT, including, but not limited to not providing  
13 enough properly skilled workers or proper materials, persistently  
14 disregarding laws and or ordinances, not proceeding with the  
15 PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating  
16 any provision of this AGREEMENT.

17           5. Upon termination of the AGREEMENT with A/E, COUNTY may begin  
18 negotiations with a third-party A/E to provide goods and/or PROJECTS/SERVICES  
19 as specified in this AGREEMENT.

20           6. The right of either party to terminate this AGREEMENT  
21 hereunder shall not be affected in any way by its waiver of or failure to  
22 take action with respect to any previous default.

23           **AR. Conflict of Interest Contractor Personnel**

24           1. A/E shall exercise reasonable care and diligence to prevent  
25 any actions or conditions that could result in a conflict with the best  
26 interests of COUNTY. This obligation shall apply to A/E; A/E's employees,

1 agents, and relatives; sub-tier contractors; and third parties associated  
2 with accomplishing work and PROJECTS/SERVICES hereunder.

3 2. A/E's efforts shall include, but not be limited to  
4 establishing precautions to prevent its employees or agents from: making,  
5 receiving, providing or offering gifts, entertainment, payments, loans or  
6 other considerations which could be deemed to appear to influence individuals  
7 to act contrary to the best interests of COUNTY.

8 **AS. Title to Data**

9 1. All materials, documents, data or information obtained from  
10 COUNTY data files or any COUNTY medium furnished to A/E in the performance of  
11 this AGREEMENT, will at all times remain the property of COUNTY. Such data  
12 or information may not be used or copied for direct or indirect use by A/E  
13 after completion or termination of this AGREEMENT without the express written  
14 consent of COUNTY.

15 2. All materials, documents, data or information, including  
16 copies furnished by COUNTY and loaned to A/E for his temporary use, must be  
17 returned to COUNTY at the end of this AGREEMENT unless otherwise specified by  
18 DIRECTOR.

19 **AT. Availability of Funds**

20 The obligation of COUNTY is subject to the availability of funds  
21 appropriated for this purpose, and nothing herein shall be construed as  
22 obligating COUNTY to expend or as involving COUNTY in any contract or other  
23 obligation for future payment of money in excess of appropriations authorized  
24 by law.

25 *Note to Designer: Delete the following paragraph and renumber paragraphs as required if it*  
26 *does not apply to your specific project. In all cases, delete this note to document preparer.*



**AT. Contingency of Funding**

A/E acknowledges that funding or portions of funding for this AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the (list State of California or other funding entity here) to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

**AU. Contract Construction**

The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendment or exhibits hereto.

**AV. Waiver of Jury Trial**

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this AGREEMENT and/or any other claim of injury or damage.

///

///

1 **IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the  
2 dates opposite their respective signatures:

3 (Name of Company/Corporation),  
4 a (ex. California, Delaware) Corporation,

5 Date: \_\_\_\_\_

By \_\_\_\_\_  
Signature

7 \_\_\_\_\_  
Print Name & Title

8 (If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board,  
9 President or any Vice President. The 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial  
10 Officer, or any Assistant Treasurer. One corporate officer may sign the Document, providing that written evidence of the officer's  
11 authority to bind the corporation with only his or her signature is provided.)

10 Date: \_\_\_\_\_

By \_\_\_\_\_  
Signature

12 \_\_\_\_\_  
Print Name & Title

15 COUNTY OF ORANGE,  
16 a political subdivision of the State of  
17 California

17 Date: \_\_\_\_\_

By \_\_\_\_\_  
OCSD/R&D Director or Designee

18 Date: \_\_\_\_\_

By \_\_\_\_\_  
OCSD Purchasing Manager or Designee



**ORANGE COUNTY SHERIFF-CORONER  
RESEARCH AND DEVELOPMENT DIVISION  
FACILITIES PLANNING UNIT**

431 The City Drive South, Orange, CA 92868  
(714) 935-6661/ (714) 935-6669 Fax



**STATEMENT OF QUALIFICATIONS (SOQ) IN PROVIDING A-E SERVICES**

Firm Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Project Design 5 New Offices at Research & Development Building  
 \_\_\_\_\_ Project No. 14039-20401  
 Telephone \_\_\_\_\_ Contact \_\_\_\_\_  
 \_\_\_\_\_ e-mail \_\_\_\_\_  
 Years Firm Established \_\_\_\_\_ Number of Employees (Local Office) \_\_\_\_\_

Consultants you anticipate for this project, (If not applicable, please indicate N/A).

<u>Discipline</u>	<u>Firm's Name and Telephone No.</u>	<u>Area</u>	<u>Phone</u>
Architectural	_____	_____	_____
Civil	_____	_____	_____
Structural	_____	_____	_____
Mechanical	_____	_____	_____
Electrical	_____	_____	_____
Others	_____	_____	_____

Recent (last four years) similar projects of which your firm is A-E of record:  
(if associated with others, indicate firm.)

<u>Project Type/Name</u>	<u>Location</u>	<u>Construction Cost</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Statement of particular firm qualifications, experience of key personnel that would be assigned to this project and list of previous project references with telephone numbers is attached. (Maximum of four single sided 8-1/2"x 11" sheets.) (4 copies please)

\_\_\_\_\_  
Signature and Title



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**A-E SELECTION – STATEMENT OF QUALIFICATIONS (SOQ)  
SUMMARY OF TOTAL SCORES**

**Project:** Design 5 New Offices at Research & Development Building

<b>Evaluator</b>	<b>Firm A</b>	<b>Firm B</b>	<b>Firm C</b>	<b>Firm D</b>	<b>Firm E</b>
1					
2					
3					
4					
<b>TOTAL SCORE</b>					
<b>AVERAGE SCORE</b>					
<b>RANKING</b>					

Project Manager: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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RESEARCH AND DEVELOPMENT DIVISION  
FACILITIES PLANNING UNIT**  
431 The City Drive South, Orange, CA 92868  
(714) 935-6661 / (714) 935-6669 Fax



## REQUEST FOR STATEMENT OF QUALIFICATION (SOQ)

DATE: 4/1/2014  
TO: **Architect-Engineer (A-E) Firms**  
SUBJECT: Design 5 New Offices at Research & Development Building  
PROJECT NO: 14039-20401

---

The Orange County Sheriff's Department Facilities Planning Division is seeking firms interested in providing A-E professional design services for the design of 5 new business offices at Research & Development Building. Expected deliverables will include construction bid documents, consisting of plans, specifications and cost estimates.

### **General Description of Work:**

5 new offices are needed at Research & Development Building. The A-E services for this project are to design 5 new business offices that are California Building Code (CBC) and Americans with Disabilities Act (ADA) compliant. The scope of work includes but not limited to design and engineering services for demolition of the existing office space to accommodate the new offices, construction layout & details, furnishing layout, lighting design, and connections to the existing mechanical, electrical and fire & life safety systems, or implementation of new mechanical, electrical and fire & life safety systems as needed.

### **Interested A-E Firms should respond as follows:**

Each A-E Firm is to return completed hard copies (1 original, 3 copies) of the Statement of Qualifications Form (Form A-02.3) to County office no later than 4:00 pm on Wednesday, April 16, 2014. SOQs faxed or sent via E-mail will not be considered for evaluation. Additionally, SOQs postmarked by due date, but not received in County office by the due date and time, will not be considered for evaluation.

### **A-E Firm to address SOQ package as follows:**

Tom Davis, Facilities Planning Manager  
Orange County Sheriff – Coroner  
Research and Development / Facilities Planning  
431 The City Drive South  
Orange, CA 92868

Ref: Design 5 New Offices at Research & Development Building

Design 5 New Offices at Research & Development Building  
A-02.6, SOQ Invitation Letter  
Page 1 of 2

**The selection process will consist of the following:**

A committee comprised of County staff will review the responses in accordance with the established criteria and evaluate these in order to select the three most qualified firms. Copies of forms for the Consultant Evaluation Scores and Summary of Total Scores (Form A-02.4 and Form A-02.5) are attached.

If the estimated fee is under \$100,000, Orange County Sheriff's Department (OCSD) Facilities Planning Division will select the primary firm and negotiations will occur. If an agreement cannot be reached with the primary firm, the negotiations will be terminated and the alternate firm will be invited to submit a proposal. When under \$100,000, negotiation and acceptance are by OCSD Facilities Planning Division and a Purchase Order Contract is written by OCSD Purchasing.

If the estimated fee is over \$100,000, a ranked slate of firms (normally three firms) will be presented to the Board of Supervisors for selection of the primary firm and an alternate. The primary firm will be invited to submit a fee proposal to the OCSD Facilities Planning Division, and enter into contract negotiations. If an agreement cannot be reached with the primary firm, the negotiations will be terminated and the alternate firm will be invited to submit a proposal. The agreed upon negotiated amount will be presented to the Board of Supervisors for acceptance and award. The County reserves the right to reject any and all submittals and to award no contract whatsoever.

Please note that the selected Consulting Firm will be required to hold One Million Dollar (\$1,000,000) liability and E&O (errors and omissions) insurance. No bonds are required.

If your firm would like to be considered for this project, please submit the required documentation by Wednesday, April 16, 2014.

Thank you for your interest,

*Tom Davis*

---

Authorized Signature

Research and Development/Facilities Planning

Attachments (3):

Form A-02.3, Statement of Qualifications  
Form A-02.4, SOQ Written Evaluation Criteria  
Form A-02.5, SOQ Summary of Total Scores



**ORANGE COUNTY SHERIFF-CORONER  
RESEARCH AND DEVELOPMENT DIVISION  
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**A-E SELECTION – STATEMENT OF QUALIFICATIONS (SOQ)  
WRITTEN EVALUATION CRITERIA**

**Project:** Design 5 New Offices at Research & Development Building

**FIRM:** \_\_\_\_\_

EVALUATION CRITERIA	WEIGHT	SCORE (0-5)	WEIGHT x SCORE	COMMENTS
<b>I. TECHNICAL EXPERTISE</b>	(35-45)			
<ul style="list-style-type: none"> <li>Specific related experience</li> <li>Staff who have done fast track projects</li> </ul>	40			
<b>II. KEY PERSONNEL &amp; REFERENCE</b>	(25-30)			
<ul style="list-style-type: none"> <li>Proposed project team(s) qualifications, key personnel, and related experience; licenses and certifications</li> <li>Specific required knowledge of key personnel</li> </ul>	30			
<b>III. ADEQUATE STAFF &amp; AVAILABILITY TO PERFORM PROJECT</b>	(25-35)			
<ul style="list-style-type: none"> <li>Commitment to make staff available for the project</li> <li>Commitment to the fast tracked nature of the project</li> </ul>	30			
<b>IV. OTHER</b>				
<b>TOTAL SCORE</b>	100		*	

\* Maximum total score = 500 pts.

**Evaluator No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Question and Answers for Bid # 14039-20401 - Design 5 New Offices at Research & Development Building

### OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.**