REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT and SPECIAL INSPECTIONS SERVICES

Marin County, Civic Center Cafeteria and Patio Re-envisioning

3501 Civic Center Drive, San Rafael, CA

Project No. 41C2515

COUNTY OF MARIN

Proposals Due:

Wednesday, December 16, 2026

Prior to 4:00 PM

Submit Proposals To:

Cam Isaza, Project Manager
County of Marin Department of Public Works
3501 Civic Center Drive, Room 404
San Rafael, CA 94903
cam.isaza@marincounty.gov

November 2026

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I. Introduction

The County of Marin is seeking a professional consulting team to provide Construction Management and Special Inspections services for the upcoming Marin County, Civic Center Cafeteria and Patio Re-envisioning project.

II. Project Background

The Marin County Civic Center, located at 3501 Civic Center Drive in San Rafael, California, is one of the most architecturally significant public buildings in the United States. Designed by world-renowned architect Frank Lloyd Wright, it is Wright's last and largest public project and stands as a defining example of his late-career architectural philosophy. The Civic Center is both a National Historic Landmark and a California State Historic Landmark, recognized for its bold integration of architecture, landscape, and civic purpose.

Wright's vision for the Civic Center emphasized openness, transparency in government, and harmony with the surrounding hills. Its long horizontal lines, distinctive blue roof, sculptural domes, and rhythmic arches reflect this stylistic approach. The campus was designed to operate as a unified civic environment, encouraging public engagement and symbolizing the County's commitment to accessible, community-oriented governance.

The complex is composed of three major components constructed in phases. The Administration Building and the Library Wing opened in 1962 and feature the iconic rotunda roof structure. The Hall of Justice followed in 1969, completing the core of Wright's design after his passing. Together, these structures form an architecturally cohesive whole that remains fully operational as the seat of Marin County government.

Over the years, the cafeteria, located on the top floor of the Hall of Justice, has served as a popular destination for dining, gathering and respite for County staff, jurors, and other Civic Center visitors. As with many areas of the Civic Center, the Cafeteria space includes original building systems and infrastructure that need modernization to meet current operational, accessibility, and life-safety standards. Additionally, portions of the facility have experienced deterioration due to age, heavy use, and water intrusion, common challenges experienced within historic structures of this era.

The objective of the Civic Center Cafeteria and Patio Re-envisioning project is to transform the space into a functional, durable, and welcoming environment that serves both staff and the broader public. The project will incorporate structural and seismic improvements, mechanical and electrical upgrades, plumbing system replacement, water intrusion mitigation, accessibility enhancements, and selective restoration of interior finishes. Given the building's historic designation, all work must be carefully coordinated to preserve its architectural integrity while upgrading critical building infrastructure.

The project's setting within an occupied, historically protected, and highly visible public facility adds significant complexity. Successful delivery will require a construction management and special inspection team experienced with multi-trade coordination, historic structures, and

work performed in occupied municipal buildings where safety, communication, and meticulous documentation are essential.

A summary of the scope of work included in the Marin County, Civic Center Cafeteria and Patio Re-envisioning project is detailed below:

- Minor structural repairs.
- Repairs to the aging mechanical, electrical, refrigeration, and plumbing systems.
- Modernization of the kitchen and food service areas, including but not limited to, replacement of kitchen equipment and workstations, walk-in coolers, food service counters and payment stations.
- Upgrades to the dining area, including but not limited to, paint, flooring, acoustical treatments, lighting, custom cabinetry and casework, and new furniture.
- Accessibility upgrades, including replacement of select storefront doors.
- Renovation of the exterior patio space, including new paved walkways and seating areas, renovated landscape, and new exterior lighting.

The County anticipates advertising the project for contractor bids in February 2027 with construction kicking off May 2027. The estimated construction duration is 10 to 12 months.

The engineer's estimate for construction work is in excess of $10M.

III. Scope of Consultant Work

Through this RFP, the County is seeking qualification statements and fee proposals from qualified consulting firms to provide construction management and special inspections for the Marin County, Civic Center Cafeteria Reenvisioning project.

The basic duties listed below are intended to provide a starting point for Proposing Firms in the preparation of their proposals. All firms and consultants are directed to review the attached agreement with general scope for reference purposes of the intended services required. Note. The duties listed below for the County Project Manager are not considered to be part of the scope of services to be provided under this contract.

County PROJECT MANAGER

- Oversee design and permitting processes.
- Oversee bidding and contracting processes.
- Establish and maintain contract records & agreements.
- Routinely monitor construction budget.
- Approve and process change orders.
- Approve and progress payments.
- Act as the single point of contract for County staff, and the public.
- Prepare project Notice of Completion.

Consultant RESIDENT ENGINEER

- Act as the primary point of contact with the County Project Manager.
- Act as the primary point of contact with the County's consultant Design Team.
- Review Contractor submittals during the bidder pre-qualification process.
- Assist the project team during the bidding process, including attendance at the pre-bid conference, and assistance with addenda and bid reviews as needed.
- Process and manage project documentation: RFI/ASI/Submittals/etc.
- Schedule project meetings and prepare project meeting notes.
- Provide weekly status reports to the County Project Manager and maintain logs of pending action items.
- Oversee the labor compliance program.
- Provide field-based support to the Resident Engineer.
- Track progress against approved project schedule.
- Review Contractor change order requests.
- Prepare and recommend Change Orders to the CPM.
- Review and recommend monthly progress payments.
- Manage project hand-off and closeout process, purges project files.
- Upon request, represent the County in negotiations.

Consultant FIELD INSPECTOR

- Act as the single point of contact for Contractor's field staff.
- Act as primary point of contact for the Special Inspection and Material Testing firm.
- Act as the primary point of contact for the County's Environmental Hygienist consultant.
- Perform field inspections to verify conformance with plans and specifications.
- Track inspections by Building Officials.
- Prepare daily reports and track quantities of work performed.
- Track force account work, when performed, and sign contractor extra work tags.
- Verify material certifications and tags delivered on site, and hazardous materials manifests.
- Keep records of plan modifications and changes for as-builts.

Sub-Consultant SPECIAL INSPECTOR

- Perform periodic Special Inspections, including by not limited to: welds, reinforcing and anchor inspections; concrete and grout inspections; and material strength testing.
- Prepare and issue Special Inspection Field Reports documenting each test/inspection.
- Prepare and issue a Special Inspection Final Report for submission to the Permit Agency.

All work listed, accept those noted as the responsibility of the County Project Manager, is to be accomplished by and is the direct responsibility of the Consultant Team contracted though this RFP. We encourage creativity and flexibility in the proposed structure, but all proposals should consider that the Consultant Team will be responsible for management and inspection of the construction process as detailed in the bid documents and as required by all applicable local, state and federal guidelines.

IV. Schedule of Consultant Work

The contract duration for the construction management services and special inspections is anticipated to be 18 months, spanning bidding, pre-construction and on-site construction, and closeout phases. The full range of services performed under this RFP are anticipated to run from February 2027 through July 2028.

It is anticipated that the on-site construction activities, including contractor mobilization/demobilization, will be performed during the 10-to-12-month period, starting in May 2027. Given the amount of coordination that will be required, full-time Construction Manager oversight of the work will be required during the performance of the on-site work.

V. Proposal Content and Format

The proposal shall include the following: 1) a Statement of Qualifications, and 2) a Fee Proposal, to be submitted as two separate electronic files (see Section VI. Submissions and Inquiries).

1. The Statement of Qualifications document should include an executive summary, information on the project team, and descriptions of past work on similar projects and costs, as described below. Fewer pages are better and please do not include the firm's complete project portfolio. All information requested should be provided within a **MAXIMUM of FIFTEEN (15) PAGES.** The cover, table of contents, and section dividers are also excluded from the page count.

   Please include the following information in your Statement of Qualifications document.

   A. Cover Letter/ Executive Summary

      - Identification of submitting organization; including the company name and business address.

- Identify the name, title, telephone numbers, and e-mail address of the person or persons authorized by the organization to contractually obligate the organization and to be contacted for clarification of the proposal response.
- Understanding of the project and scope of services to be provided by this Team.
- Management approach, including best practices and/or strategies you will use to secure project success and/or deliver quality service.
- Acknowledge receipt of any and all addenda to this RFP [Proposers are responsible for identifying addenda by routinely checking for updates on the County's Bid Opportunities website].
- Confirm acceptance of County of Marin's Professional Service Agreement terms including all insurance requirements (provided as attachment A to this RFP). Or, provide a list of specific exceptions and proposed revisions.
- Be signed by the person authorized to contractually obligate the organization.

B. Project Team

- List of the proposed team members, including sub-consultants, with team reporting structure and the role(s) and responsibilities of each team member clearly identified.
- Resumes for the assigned Resident Engineer, Field Inspector, and any additional *key* staff to be assigned to the project.
    - Include information on educational background, licenses, or certificates held by team members.
    - Include at least one former (within the past five years) or present client for whom the identified Resident Engineer and Field Inspector have performed relevant consulting services (name, title, agency, and telephone or email).

C. Project Experience

- Descriptions of past projects for the prime consultant, and any listed sub-consultants (no more than 5 per firm). Include size, scope, location, project duration and budget. Projects of similar scope and scale, and those involving historic properties, should be listed first. Please provide contact information for references with phone numbers for each of the projects. Project Summaries shall include:
    - Project name and location
    - Brief description of project scope, duration and budget
    - Description of firm's role in the project's delivery
    - Month and year services began and ended

- Client name, address, contact person and telephone. *Please verify in advance that the contacts provided are still currently employed and they are willing to serve as a reference.*

2. The Fee Proposal document shall include the following:

   A. Fee Proposal

   - A not-to-exceed total fee, to be billed in monthly installments based on actual costs incurred.
   - A fee break-down that details the services included under each competency area: 1) Design and Bid Phase Support; 2) Construction Management; and 3) Field Inspections and Oversight.
     - Break fee into sub-task whenever possible and provide a breakdown of the hours/billing rates/quantities/etc. to show the efforts/assumptions used to arrive at the fee.
     - Any anticipated reimbursable expenses may be included in the task fee proposal; however, mileage will not be considered a reimbursable expense.
     - A fee proposal for Special Inspections services is not required. The fee for Special Inspections and material testing shall be a set allowance, determined by the County. Invoicing against the allowance shall be based on an approved services rate sheet.
   - A company hourly rate schedule for 2027 and 2028, with the billing rate for each proposed team member noted.
   - Rate sheet to be used as the basis for charge for Special Inspections and Material Testing in effect thru 2028.

   B. Proof of Insurance

   - Prime Consultant shall provide a certificate(s) of insurance or a copy of their insurance declaration page(s) with their proposal as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the sample Professional Services Contract, provided as Attachment A of this RFP.

   C. Levine Act Disclosure Statement

   - Contractor shall provide completed Levine Act Disclosure Statement(s) as necessary to satisfy Levine Act requirements outlined in the General Requirements. See Attachment B.

Proposers must submit fee and rate information as a separate electronic file, independent of the Statement of Qualifications.

VI. Submissions and Inquiries

Respondents should prepare two documents for submission: 1) the Statement of Qualifications; and 2) the Fee Proposal. Documents should be provided as PDFs, formatted to print on 8 1/2" x 11 paper (occasional 11" x 17" sheets for charts are acceptable). The text font (Arial, Tahoma, or Similar) shall be no smaller than size 10.

Proposals shall be submitted electronically via email to cam.isaza@marincounty.gov by **Wednesday, December 16th at 4:00 PM.** Upon receipt, the County will issue a reply-confirmation email to the sender. If a confirmation email is not received by 12:00 PM the following day, the proposer should promptly call the County at (415) 473-7176 to confirm that their proposal was received.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to the deadline above.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the COUNTY OF MARIN.

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

Proposer are encouraged to attend the pre-proposal site walk, or visit the project site which is open to the public, prior to submitting a proposal. Any questions related to this RFP shall be submitted in writing to the attention of the Project Manager at the email noted below. Questions will be accepted until 4:00 PM on **Wednesday, December 7th**. No oral questions or inquiry about this RFQ shall be accepted.

Cam Isaza, Capital Project Manager (CPM)
cam.isaza@marincounty.gov

Addenda to this RFP, if issued, will be posted on the COUNTY OF MARIN website at:

https://www.marincounty.org/depts/pw/bids-and-proposals

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

VII. Tentative RFP Schedule

Request for Proposals Issued	Tuesday, November 10, 2026
Pre-proposal Site Walk (10:00 AM)	Tuesday, November 19, 2026
Last Day to Submit Questions (by 4:00 PM)	Wednesday, December 7, 2026
Proposals Due (by 4:00 PM)	**Wednesday, December 16, 2026**
Interviews of Short-Listed Proposers (optional)	Monday, December 21, 2026
Notification of Final Selection	Wednesday, December 23, 2026
Contract Award	Tuesday, February 9, 2027
Commence Work	Monday, February 15, 2027

Timeline is tentative and for informational purposes only.

VIII. Site Visit

Proposers are encouraged to attend the pre-proposal site walk on **Tuesday, November 19th at 10:00 AM.** Participants will meet at Room 237, Cafeteria located at 3501 Civic Center Drive, San Rafeal. The site walk will be led by the County project manager, members of the project design team, and the building stationary engineer. Performance of a site visit is not a condition of proposal.

IX. Selection Process and Criteria

A DPW selection committee will review and evaluate submitted proposals and develop a ranked list of proposers. The following criteria and scoring sheet will be used to evaluate submittals:

Criteria	Value
Team Qualifications This includes the team's qualifications, organization, and overall team strength, and relevant individual experience, and unique qualifications of the team members.	**25%**
Proposer Experience This includes record of producing quality product on similar projects on time and within budget.	**25%**

Understanding and Approach This includes the relevance, completeness, and logic of the scope of services to be provided and demonstrated knowledge of the work required; and the Proposer's approach to successful partnering with County staff, key components, local and best practice processes, innovative ideas and internal measures for timely completion of projects.	**50%**
Total	**100%**

The Consultant Selection Committee will evaluate each proposal and rank the consultant teams based on the technical information, qualification and check of references provided in the proposal. Following the review of proposals, interviews for short-listed firms may be scheduled. DPW will select the highest-ranked Proposer and negotiate a final contract scope and cost. If the County is unable to reach an agreement with the selected Consultant, the County will proceed to negotiate with next highest-ranked Proposer.

X. General Conditions

The issuance of this RFP constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. If the RFP is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality. The County may conduct interviews with any respondent it deems necessary.

In order to minimize the potential for a conflict of interest or unfair competitive advantage, respondents must be aware that if they enter into a contract with the County of Marin to provide services sought by this RFP, the County reserves the right, in its sole discretion, to disqualify them from later serving as a consultant, advisor or subconsultant to others for the project for which the consultant, advisor or sub consultant provided services to the County of Marin.

The County of Marin reserves the right to reject all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County's sole judgment, best meets the requirements of the project.

The County of Marin Professional Services Contract is attached to this RFP. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement.

XI. General Requirements

This procurement will be conducted in accordance with the County's procurement policy and procedures.

Acceptance of Conditions Governing the Procurement
Firm must indicate their acceptance of these general requirements and conditions governing the procurement.

Incurring Cost
Firm agrees to incur all costs associated with the submission of the proposal, or in making necessary studies or designs for the preparation thereof. Further, no reimbursable cost may be incurred in anticipation of an award.

Guarantee of Proposal
Responses to this RFP, including proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer, if one is submitted.

Form of Proposals
No oral, telephone, or facsimile proposals will be accepted.

Late Responses
All proposals submitted in response to this RFP later than the due date and time will be rejected and sent back to the vendor unopened.

County/Architect Form of Agreement
The form of agreement for this project will be the County of Marin standard professional services agreement (attached). Please note that the Architect will be asked to respond in writing prior to the submission of their proposal that they accept this agreement. The County will not negotiate changes to this agreement.

California Public Records Act (CPRA)
All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following).

Levine Act
The Levine Act applies to all agencies whose members are directly elected by the voters. It precludes elected officials from participating in or influencing a decision to issue a "license, permit, or other entitlement for use" if he or she receives any political contributions totaling more than $250 in the 12 months before the pendency of the license, permit or use. The Levine Act defines the phrase "license, permit or other entitlements for use" to include "all contracts (other than competitively bid, labor, or other personal employment contracts), and all franchises."

Confidentiality

Each proposal, including shall documentation submitted in response to this RFP, will be kept confidential until execution of a final agreement, whereas such time all documents become public records under state and local law. The County will not return the original or copies of the RFPO responses, including any proposals, and any such proposals will be considered public documents regarding which no expectation of compensation or claim of ownership shall remain with the proposer.

Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Firms agree to provide the County with a valid e-mail address to receive this correspondence.

Use of Electronic Versions of this RFP

This RFP is being made available buy electronic means. By accepting by such means, the proposing firm acknowledges and accepts dull responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Vendor's possession and the version maintained by the Country, procurement manager, the version maintained by the County must govern.

Reservations

The County reserves the right to take the following action(s) at any time, for its own convenience, and at its sole discretion:

a) Reject all proposals.
b) Cancel the RFP, 72 hours prior to award and issue a new RFP any time thereafter.
c) Extend any or all deadlines specified in the RFP, including deadlines for accepting responses.
d) Waive any minor informality, minor irregularity, immaterial defect, or technicality in proposals received when deemed to be in the best interest of the County.
e) Disqualify any vendor because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County.
f) Reject the proposal of any vendor that is in breach of or in default under any other Agreement with the County.
g) Reject any proposal deemed by the County to be non-responsive, or submitted by a vendor deemed to be unreliable, unqualified, or not responsible.
h) Accept all or only a portion of the proposal as provided by the firm.

Disclaimer

This document will not be construed as a request or authorization to perform work or supply product at the County's expense. This RFP does not represent a commitment to contract for services. The information in this RFP is accurate to the best of the County's knowledge but is not guaranteed to be correct or complete.

XII. Attachments

A. County of Marin Standard Professional Service Agreement
B. Levine Act Disclosure Statement

CAO Contract Log #_____

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2025 - Revised

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and , hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
B. Make available all pertinent data and records for review.
C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **$** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on , and shall terminate on . Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:
The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance:
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. **BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party**.** Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **DIGITAL ACCESSIBILITY:**

Contractor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version, including any and all other applicable law regarding accessibility requirements. Contractor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Contractor, and in any software, documents, videos, and/or trainings given and published by Contractor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Contractor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with Contractor around accessibility, understanding that it is the Contractor's responsibility to conduct accessibility testing, provide proof of compliance, and create accessible deliverables.

21. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**

2. **Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**

3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

22. **NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____

Dept./Location: _____
Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____
Telephone No.: _____

23. **ACKNOWLEDGEMENT OF EXHIBITS**

	☒ ***Check applicable Exhibits***	**CONTRACTOR'S INITIALS**
EXHIBIT A.	☐ **Scope of Services**	
EXHIBIT B.	☐ **Fees and Payment**	
EXHIBIT C.	☐ **Insurance Reduction/Waiver**	

EXHIBIT D.	☐	**Contractor's Debarment Certification**	
EXHIBIT E.	☐	**Subcontractor's Debarment Certification**	
EXHIBIT F.	☐	**Federal Provisions Exhibit / Attachment 1**	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
By: _____
Name: _____
Title: _____

APPROVED BY COUNTY OF MARIN:
By: _____

COUNTY COUNSEL REVIEW AND APPROVAL ***(required if template content has been modified)***
County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

(1) BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of per month not to exceed during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.

(2) MILEAGE. COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.

(3) TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at .

(4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.

(5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is . The maximum amount payable to Contractor under this Contract for this period shall not exceed .

COUNTY OF MARIN

LEVINE ACT DISCLOSURE STATEMENT & FORM

The Levine Act applies to all agencies whose members are directly elected by the voters. It precludes these elected officials from participating in or influencing a decision to issue a "license, permit, or other entitlement for use" if he or she receives any political contributions totaling more than $500 in the 12 months before the pendency of the license, permit or other entitlement for use, and for 12 months following the final decision, from the person or company awarded the license, permit or use.

The Levine Act requirements do not apply to (i) competitively bid contracts that are required by law, agency policy, or agency rule to be awarded pursuant to a competitive process; (ii) labor contracts; (iii) personal employment contracts; (iv) contracts valued under fifty thousand dollars ($50,000); (v) contracts where no party receives financial compensation; (vi) contracts between two or more agencies; (vii) the periodic review or renewal of development agreements unless there is a material modification or amendment proposed to the agreement.

You must complete this form if you are a party, participant or agent that has contributed more than $500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

Parties are solely responsible for completing this form accurately and should refer to Government Code section 84308, et seq. and to California Code of Regulations, Title 2, section 18438, et seq. If you are uncertain about whether you are required to report or combine a contribution, you should consult with an attorney. Submit separate forms for each elected County officer to whom a contribution was made.

You must complete this form if you are a party, participant or agent that has contributed more than $500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

Parties are solely responsible for completing this form accurately and should refer to Government Code section 84308, et seq. and to California Code of Regulations, Title 2, section 18438, et seq. If you are uncertain about whether you are required to report or combine a contribution, you should consult with an attorney. Submit separate forms for each elected County officer to whom a contribution was made.

Title or Short Description of Proceeding:

_____

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

By signing below, I certify that the statements made herein are true and correct and that, as the party or agent to a party, I represent will comply with California Government Code section 84308. I also agree to disclose any contributions made to an elected County Official that participates in this proceeding

_____ _____

Date Signature of Party or Agent

_____

Name of Party or Agent