

County of Inyo  
Office of the County Administrator



REQUEST FOR PROPOSAL

FOR

**Pre-Approved Accessory Dwelling Unit (ADU)  
and Single-Family Home Plan Designs**

Deadline for Submissions: Friday, March 31, 5:00pm

County of Inyo  
Office of the County Administrator  
1360 N. Main Street  
Bishop, CA 93514

## **I. INTRODUCTION**

**NOTICE IS HEREBY GIVEN** that the County of Inyo is seeking proposals from qualified individuals, organizations, and firms with expertise in architectural and structural plans to collaborate with County staff on the preparation of a series of pre-approved, detached Accessory Dwelling Unit (ADU) and single-family home plans.

The County will evaluate submittals with the intent of selecting the most qualified contractor. While it is likely that a single contractor will be able to fulfill all the requirements under this contract, nothing in this solicitation will prevent the County from selecting multiple contractors if it chooses to do so. The County reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

## **II. BACKGROUND**

The County of Inyo is located on the eastern flank of the Sierra Nevada and includes both high elevation mountain and low desert communities. The County is home to both the highest point in the contiguous 48 states (Mt. Whitney) as well as the lowest point in the nation (Badwater Basin, Death Valley). The terrain is rugged and weather – including snow, wind, and heat – can be extreme.

The County of Inyo is approximately 10,000 square miles, the second-largest county by geographic size in California. However, more than 98% of the county's land is held by public agencies, with less than 2% of the land available for private development. Therefore, despite the rural nature of the County and seemingly vast open spaces, housing development is extremely constrained. Most private land available for development is already developed. This has caused both a housing shortage and affordability crisis in most communities throughout the County.

ADUs have the potential to ease the housing shortage and increase the supply of housing stock. ADUs can be less costly to construct because they do not require major new infrastructure or parking. Most importantly, ADUs offer the opportunity to add housing stock using the existing parcels that are already in private ownership. In addition, ADUs can provide a source of income for homeowners and may provide space to allow extended families to live near each other.

Single family homes have been added to this RFP in order to support low-cost housing construction on undeveloped or underdeveloped privately held land. Whether ADU or new single-family home, Inyo County seeks to support the development of additional housing for residents who live and work here.

The Inyo County zoning code regulates ADUs in the unincorporated area of the County in accordance with State law through Inyo County Code Section 18.78.340, and single-family homes through its residential designations found in 18.12, 18.21, 18.22, and 18.30.

Code Sections can be viewed [here](#).

Inyo County Building Code also applies to single-family and ADU development. County Building Inspectors inspect new structures for building code compliance in the unincorporated area of the County and the incorporated City of Bishop in accordance with Inyo County Code Section 14.04.020(e).

Code Section 14.04.020(e) can be viewed [here](#).

The County aims to incentivize the creation of new housing stock and make it easier and more affordable for residents to build by offering pre-approved plans that meet Inyo Building Code.

This Request for Proposals is structured so as to award an Agreement to a qualified contractor or contractors to perform the services listed within the Scope of Work.

**III. RFP SCHEDULE**

|                                     |                |
|-------------------------------------|----------------|
| Issue RFP                           | March 3, 2023  |
| Deadline for Written Questions      | March 24, 2023 |
| Proposal Submittal Deadline         | March 31, 2023 |
| Estimated Notification of Selection | April 28, 2023 |
| Estimated Agreement Date            | May 26, 2023   |

**IV. COUNTY POINT OF CONTACT**

Questions and correspondence related to this solicitation may be directed to:

Meaghan McCamman  
Assistant County Administrator  
1360 N. Main St.  
Bishop CA 93514  
[mmccamman@inyocounty.us](mailto:mmccamman@inyocounty.us)  
760-937-1253

All questions regarding this solicitation must be submitted in writing (email is encouraged). Questions will be answered via email and Q&A will be posted on the Inyo County Bid Request/RFP website at <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp> by the proposal submittal deadline.

Only answers to questions communicated in writing will be binding. Prospective contractors shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the contact person listed above.

**V. ANTICIPATED SCOPE OF WORK**

The County requires Professional Architectural and Engineering Consulting services (“Services”) for prescriptive designs for ADUs and single-family homes compliant with current California Building Codes (CBC). Qualified Respondents will develop a collection of standard, detached ADU and single-family home building permit plan sets, which will be checked by the County for compliance with the CBC. The final, pre-approved plans will be offered to the public free-of-charge to build homes and

ADUs for personal use or long-term rental. The structures built with these plans will not be eligible to be permitted for overnight (or short-term) rentals. The County’s goal is to encourage the construction of new homes by offering a selection of pre-approved ADU and larger single-family building permit plan sets that will reduce the initial design and review costs for residents.

**Task 1. Architectural and Engineered Building Plan Sets**

The consultant shall prepare a bid proposal for supplying the County with architectural, structural and engineered building plans, details, and supporting calculations for two different floor plans for six different unit types for which up to three architectural styles should be provided. Units should have full kitchen and bath facilities; two sets of plans shall include the ADU above a garage. Units in the higher size ranges should be able to function as primary dwellings.

The County may award contracts to more than one consultant team and/or for any portion of a consultant team’s proposal, to prepare final plan sets.

A. Required Plan Types

| <u>Unit Type</u>                 | <u>Size</u>       |
|----------------------------------|-------------------|
| Efficiency Unit/Tiny Home        | <400 sq. feet     |
| 1-bedroom, 1-bath, kitchen       | ~ 600 sq. feet    |
| 2-bedroom, 1-bath, kitchen       | ~ 800 sq. feet    |
| 3-bed, 2-bath Single-Family Home | ~ 1500 sq feet    |
| Over garage (two-car)            | Two-car garage    |
| Over garage (single)             | Single-car garage |

B. Architectural Styles

As a whole, Inyo County’s architectural style is diverse and of an eclectic quality with no architecturally dominant style. The exception is the Lone Pine Design Review District (the Business District along Main Street, which also is U.S. Highway 395 through town). The exterior styling of all new buildings or major exterior modifications in the Lone Pine business district must conform to the guidelines of the Lone Pine Architectural Design Review Guidelines, available [here](#).

Each unit type should be available in up to three architectural styles, including one that meets the Lone Pine Architectural Design Review Guidelines. Additional architectural styles should be compatible with rural mountainous or desert landscapes and environments.

The goal is to provide designs with customizable architectural features in a manner that can accommodate various construction budgets. A basic design with optional architectural features such as varied roof forms; depth to façade; trim applied to surface planes of façade and/or accent features or materials on vertical walls, window, and door fenestration, etc. is preferred to meet various budget needs and support diverse visual building styles despite the nature of a pre-approved design. Energy-efficient options should also be offered, and both heating and cooling should

be optional as one may be needed in desert environments but not in alpine mountain settings, and vice versa.

C. Design Criteria

1. All unit elevations shall be customizable to allow for variations in exterior materials as well as door and window fenestration to express individual owner's tastes and respect community character.
2. All designs shall fully comply with the Current California Residential Code, California Code of Regulations, Title 24.
3. Design shall also comply with Current California Building Code (CBC), California Code of Regulations, Title 24, Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC. Proposals are encouraged to include maintenance agreements to ensure compliance with future code updates.

D. Minimum Energy Compliance Design Criteria

State Title 24 Energy Compliance documentation in all four primary orientations (north-, south-, east-, and west-facing)

1. Climate Zone: 16
2. Exterior Wall Insulation: R-20
3. Attic Insulation: R-38
4. Designed for heating and optional cooling: 92 AFUE (Heating); 15 SEER (Cooling)

E. Foundation Design Criteria

Both a shallow foundation design for building sites that do not exceed a slope of 1 unit vertical to 3 units horizontal and a deep foundation design for sites exceeding 1 to 3 slope. Design does not assume unstable soil or expansive clay soil.

1. Soil Bearing Pressure: 1500 PSF
2. Seismic Design Category D
3. Lateral Bearing Pressure: 100 PCF
4. Foundation Depth Below Ground Surface: 12 inches min.
5. Deep Foundation minimum depth: 8'-0" min. total embed 6'-0" min. embed into undisturbed soil.

F. Covered Porch Option

At least one (1) elevation per floor plan shall include a design for an attached covered porch option, which may be included by the property owner.

The following minimum covered porch option design elements shall be included within the plan:

1. Ledger size and attachment details.
2. Covered porch framing size, framing spacing, and connection details.
3. Column size and isolated footing design including connection details.
4. Details of any architectural features of the covered porch, which may include soffit detail, and any finish details and trim.

#### G. Fire Resistive Construction Details

Inyo County is a Wildland-Urban Interface Fire Area. CRC Section R337 applies.

The proposed detached ADUs may be located within four (4) feet of a real or assumed property line on the rear or side elevation. Therefore, for each of the proposed plan elevations, the rear and side elevation must comply with CRC Table R302.1 (1) Fire Resistance Protection/Rating of Exterior Wall elements.

The following minimum fire protection details shall be included within the plans:

1. One-hour fire rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing.
2. One-hour fire rated projection details on the underside of the projection for each architectural plan style. Assume two-foot minimum fire separation distance.
3. Design elevation where the opening on the exterior fire walls shall not exceed 25% of the wall area.
4. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance.

#### H. Fire Sprinkler Design Criteria

Provide a note on the plans that indicates that when fire sprinklers are required, the fire sprinkler systems shall comply with the requirements for an NFPA 13R or 13D Fire Sprinkler system.

### **Task 2. Draft Building Plans**

Selected consultant(s) will prepare a complete building plan set for review by County staff, including a plan check for compliance with the CBC. Plans and specifications shall comply with standard drawings and specifications of the County and other agencies as applicable. Final plan set to include:

1. Floor plan
2. Foundation plan
3. Sections (all necessary)
4. External elevations (along with customizable options)
5. Renderings of exterior and internal features suitable for publication (all necessary)
6. Suggested external and internal materials

### **Task 3. Final Budget Plans**

Selected consultant(s) will prepare a complete building plan set incorporating feedback from County staff, the Planning Commission (as provided by staff, see below), and plan check corrections. The corrected plan set shall be submitted for a back check for compliance with the CBC and the consultant(s) will continue to make corrections until the plan check is approved.

### **Task 4. Meetings and Presentations**

Selected consultant(s) shall meet with staff, either remotely or in person, at:

1. Project Initiation: Prior to development of conceptual plan sets.
2. Project Plan Review: 65% Plans (staff to present to Planning Commission and potentially local communities).
3. Plan Correction: To review staff/public feedback on draft building plans and plan check corrections.

Selected consultant(s) shall assist in the preparation of public meeting materials, letters, memos, and other documents as required by County staff, in paper and electronic forms. Consultant(s) shall provide regular progress reports to staff, and as necessary to communicate updates.

#### **Task 5. Publication-Ready Plans, Images, and Materials**

Selected consultant(s) shall make available selected plans and images of the Final Plan Sets, in digital format, to be part of marketing materials that will be produced for the ADU Program.

Selected consultant(s) shall also prepare a .pdf guide that walks potential applicants through the process of taking advantage of the pre-approved ADU design program to make it as easy and informative as possible. The guide should include a summary of how and when each of the ADU options would apply and use the existing ordinance (Inyo County Ordinance 1233) to clarify other regulations that apply to each, such as setbacks, separate entrances, allowable lot sizes, etc.

### **VI. BUDGET**

The County's not-to-exceed budget for this project is \$80,000, which may be a combination of American Rescue Plan Act (ARPA) and County General Funds.

### **VII. PROPOSAL CONTENTS/SUBMITTAL**

#### **A. RFP Requirements**

To be considered, a consultant responding to this RFP must provide the following items and/or information in its submittal:

- A cover letter which shall provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.
- A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified. If applicable, include a statement of qualification as a small and minority firm, women's business enterprise, and/or labor area surplus firm (see 2 CFR §200.321), or a disadvantaged business enterprise (DBE).
- Discussion of proposed approach to the above listed project scope, including any assumptions, methodologies, special resources, etc., and a timeline for the completion of the project. If relevant, include any recommendations for additional items which should be added to the project scope to help assure success.
- A brief list of projects similar in scope performed by the consultant on relevant projects with dates of work and references with contact information for each.

- Current project backlog and the consultant’s capacity to commit to the completion of this project.
- A brief statement of qualifications and project summaries for sub-consultants expected to be used on projects, particularly experience working in rural jurisdictions and communities.
- A not-to-exceed cost proposal which is itemized by phase, task, and completion date. Each item must include designated personnel, and estimated hours based upon the consultant’s proposed work plan. Submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment, and reimbursable expenses, also showing overhead and profit.
- A disclosure of any financial, business, or other relationship that the prospective consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the consultant shall provide a statement that no disclosure is being made because no such relationship exists.
- A general statement on the ability to meet the following short summary of the minimum insurance coverage requirements:
  - **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
  - **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence.
  - **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
  - **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.*
- NOTE: Other insurance provisions apply. A complete copy of all insurance requirements is available upon request and shall be attached to contract.
- Any additional information demonstrating the consultant’s capabilities as related to the selection criteria listed under Section VIII.



## B. RFP Submittal

Proposals must be received by 5 p.m. on Friday, March 31, and must be clearly addressed or with the subject line "County of Inyo ADU Plan Designs – ATTN: Meaghan McCamman." Postmarks will not be accepted. Proposals will be received via the following:

- Hand delivered to the Clint G. Quilter Consolidated Office Building, 1360 N. Main St, Bishop, CA 93514;
- Mailed to P.O. Drawer N, Independence, CA, 93526; or
- Emailed to [mmccamman@inyocounty.us](mailto:mmccamman@inyocounty.us)

- 1. Modification or Withdrawal of Submittals:** Any RFP received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
- 2. Property Rights:** RFPs received become the property of the County and all rights to the contents therein become those of the County.
- 3. Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.
- 4. Amendments to Request for Qualifications:** The County reserves the right to amend this RFP by addendum before the final submittal date.

## VIII. ELIGIBILITY, REVIEW, SCORING, SELECTION

### A. Licensing Requirements

Interested firms must meet ALL of the following qualification requirements in order to be considered by the County:

1. Consultant shall be a licensed Architect or Engineer in the State of California.
2. Consultant shall have a minimum of five (5) years of experience leading and controlling the design and construction of projects. Experience shall be in the State of California.
3. Consultant shall be capable of following and submitting deliverables under the protocols of the U.S. National CAD Standards.

B. Scoring Criteria

Each submittal will be reviewed to determine if it meets the requirements contained under “Submittal Requirements.” An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

| <i>Item</i> | <i>Selection Criteria</i>  | <i>Value</i> |
|-------------|--|--------------|
| 1           | Competitive cost, number of prescriptive designs offered, quantity/variation of architectural design options               | 40 pts       |
| 2           | Key personnel’s professional qualifications and experience, and recent experience in projects comparable to proposed tasks | 30 pts       |
| 3           | Key personnel’s familiarity with Inyo County and/or other similar rural jurisdictions                                      | 10 pts       |
| 4           | Proposed approach and methodology to completing the scope of work  | 10 pts       |
| 5           | Demonstrated capability to meet schedules and complete projects without major cost escalations or overruns                 | 10 pts       |

The evaluation committee may choose to conduct oral interviews with the “short-listed” top firms selected from the initial evaluation or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying firm(s) will follow the evaluation, and then the selected firm(s) will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Inyo County Board of Supervisors prior to initiation of any services.

C. Review and Selection Schedule

Submittals will be evaluated using the criteria described above. It is Inyo County’s intention to evaluate submittals to award the contract, select consultants for interviews if necessary, and notify those consultants within two weeks of the deadline for submittals. A consultant could be notified of selection for contract award within one week of the interview date.

All submitted proposals will be evaluated using the criteria described above. They will be reviewed and analyzed by a panel consisting of County staff and other regional housing partners. Proposals which best meet the County’s needs will be selected for further analysis and an interview. Interviews may be conducted remotely. This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

#### D. Contract

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 116. The contract will specify the scope of service, schedule of work, and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 116 is attached as Exhibit A. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

#### E. Contracting Preferences

Pursuant to Inyo County Code Chapter 6.06, Inyo County contracting preference for small and/or local businesses applies. To be eligible for the preferences, a business must provide a certification that it is a small and/or local business as defined by Inyo County Code § 6.06.020 with its bid.

#### F. RFP Protest

In the event a dispute arises concerning the Request for Proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Proposal is eligible to submit an appeal request/protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by e-mail, by or before the Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal Law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526  
[ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)

The County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

**Exhibit A**

(County of Inyo Standard Contract No. 116)

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.



**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

**Attachment : 2022 Insurance Requirements for Professional Services  
(Use only for contracts where a professional license is required)**

(See Risk for review before use for Airport, Technology, Heavy Equipment Construction, Environmental Hazards)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained



**Attachment : 2022 Insurance Requirements for Professional Services  
(Use only for contracts where a professional license is required)**

(See Risk for review before use for Airport, Technology, Heavy Equipment Construction, Environmental Hazards)

by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole

**Attachment : 2022 Insurance Requirements for Professional Services  
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responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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