



REQUEST FOR QUALIFICATIONS

COUNTY OF GLENN
PUBLIC WORKS AGENCY

County Engineer Services

Date Issued: December 30, 2024

Proposal Submission Deadline:
Date: January 27, 2024, 12:00 pm

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A. Sample Agreement

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CONTACT INFORMATION

Interested firms shall submit one (1) hard copy and one (1) electronic version, either PDF or Word format, of the Statement of Qualification (SOQ) no later than January 27, 2025, 12:00 pm to:

County of Glenn
Public Works Agency
777 N. Colusa Street
Willows, CA 95988

Or if by U.S. Mail, to:
County of Glenn
Public Works Agency
PO BOX 1070
Willows, CA 95988

The Statement of Qualification shall be in the format identified herein. Any questions regarding this RFQ shall be directed to Talia Richardson, Acting Director of Public Works, via phone at (530) 934-6530, or email at engineer@countyofglenn.net.

To be on the document holder list and to be assured of receiving all addenda and Requests for Information responses (RFIs), the following information must be submitted to Glenn County via email at: engineer@countyofglenn.net. All RFIs must also be submitted via email to this address.

Company Name: _____
Mailing Address: _____

Primary Contact Name: _____
Primary Contact email address: _____
Primary Contact phone number: _____

Addenda and RFI responses will be sent via email only to the primary contact submitted above.



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INTRODUCTION

The County of Glenn (County) is soliciting Statements of Qualifications (SOQ) for County Engineer services. From this group of qualified individuals and firms the County intends to appoint a County Engineer. All services will be provided on an as needed basis as determined and directed by the Director of Public Works.

The Glenn County Public Works Agency is responsible for a wide range of infrastructure and maintenance services throughout the county. Its duties include maintaining and repairing roads, bridges, and drainage systems, managing solid waste disposal managing two general aviation airports, and providing emergency services during natural disasters. Additionally, the Public Works Agency plays a role in environmental and regulatory compliance concerning public works projects.

SCOPE OF SERVICES

Provide engineering services on an as needed basis as directed by the County

1. Development of project concepts, preliminary cost estimates, and engineering design for potential public works projects.
2. Services will specifically not include engineering design for federal-aid highway and transportation projects or any other engineering design services on projects where the funding source requires a project-specific competitive process for selection of engineering services. The firm selected under this RFQ may or may not be eligible to submit project specific proposals for the above mentioned categories of work.
3. Review engineering plans and cost estimates for public works projects that may be prepared by others.
4. Lead and/or assist in developing request for proposals/request for qualifications for project specific engineering design services, review qualifications and proposals submitted, and assist in the selection of firms.
5. Lead and/or assist in construction management for projects including construction project advertising, bid analysis and award; construction inspection; claim analysis; contractor interface and contract administration; and other assorted duties as appropriate for construction management.
6. Lead and/or assist in the review and approval of permits for encroachments within County rights of way.
7. Lead and/or assist in the preparation of funding authorization, grant applications and grant administration for public works projects.
8. Lead and/or assist in the revision of County development ordinances and standards.

MINIMUM QUALIFICATIONS

County Engineer: Licensure in the State of California as a Professional Engineer in the field of Civil Engineering.

SUBMITTAL CONTENT

Format: Proposals should be submitted on 8.5-inch x 11-inch page portrait format and shall include a cover with the name and address of the Consultant and marked "Statement of Qualifications – Glenn County – County Engineer Services". Proposals should not exceed thirty-five (35) pages in length, including Letter of Transmittal, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered, and each section should be separately and clearly tabbed. Section tabs and the table of contents shall correspond to the numbered



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requirements of the technical proposal listed in this RFQ. Divider pages shall not count against the page number limit.

Letter of Transmittal: The Letter of Transmittal shall be addressed to:

Talia Richardson, Acting Director of Public Works
Glenn County Public Works Agency
P.O. Box 1070
Willows, CA 95988

At minimum, the Letter of Transmittal must contain the following:

1. Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions detailed herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the SOQ evaluation phase.
2. Identification of proposed subconsultants, including legal company name, contact person's name, address, and phone number. Include a description of the working relationship between primary firm and individual and subconsultants, if applicable.
3. Acknowledgment of receipt of all RFQ addenda, if any.
4. A statement to the effect that the SOQ shall remain valid for a period of not less than 180 days from the date of submittal.
5. Signature of a person authorized to bind the firm and/or individual to the terms of the SOQ
6. A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the SOQ is true and correct.

Technical Proposal: This section of the SOQ should establish the ability of the firm and/or individual to satisfactorily perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFQ.

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. Identify subconsultants by company name, address, contact person, telephone number and project function. Describe experience working with each subconsultant.
3. Describe your experience in performing work of a similar nature to that solicited in this RFQ and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe your experience in working with local agencies similar to Glenn County in nature and/or responsibilities.
4. Describe experience in working with applicable state and federal agencies in the funding, planning, design, management and regulation of public works facilities. Examples of applicable agencies include Federal Highways Administration, Federal Aviation Administration, Federal land management agencies (USFS and BLM in particular), U.S. Fish and Wildlife Service, Caltrans, California Department of Fish and Wildlife, California Air Resources Board/Air Pollution Control Districts, Regional Water Quality Control Boards and Department of Water Resources.
5. Provide a summary of the five most recently completed projects on which the firm provided services similar to those sought by Glenn County. The projects summaries should include a brief description of the project scope and the services provided



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including the period of performance and the dollar amount of work performed, and the name and telephone number of a contact person, employed by the client, familiar with the firm's work.

6. A list of significant assignments performed for local governmental agencies during the past three (3) years, indicating the contracting agency, and the name and telephone number of a contact person, employed by the project owner, familiar with the proponent's work. This information should demonstrate familiarity with public works projects in California.
7. Demonstrate ability to work independently on complex projects and meet established deadlines with minimum direction and supervision from the County.
8. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, staffing changes, impending merger or other) that may impede firm and/or individual's ability to provide the requested services.
9. At a minimum three (3) client references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Identify firm and/or individual's key personnel who worked on the referenced projects. Firm and/or individual may also supply references from other work not cited in this section as related experience.

Proposed Staffing and Team Organization: This section of the SOQ should identify key personnel and establish their abilities to perform the required work by evidence of experience and demonstrated competence in performing work of a similar nature as described in this RFQ. Key personnel shall include the Contract/Project Manager, County Engineer, and other key professional and technical personnel.

1. Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
2. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subconsultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
3. Provide education, experience, and applicable professional credentials of proposed subconsultants.
4. Include an organizational chart, which clearly delineates communication/reporting relationships among the project staff and between the project staff and Glenn County staff.
5. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.
6. Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs;
7. Identify the methods that your firm and/or you as an individual will use to ensure quality control as well as budget and schedule control for the work to be performed;
8. Identify any special issues or problems that are likely to be encountered with the services identified herein and how the firm and/or individual would propose to address them.
9. Demonstrate ability to travel to Glenn County on an as needed basis.

Potential Conflicts of Interest: Identify any potential conflicts of interest including, but not limited



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to, a general description and time frame for any current client relationships and past services performed within the last five years, for clients other than Glenn County that involve entities or individuals that may be located within Glenn County, temporarily working within the County, and/or affect lands within Glenn County.

Schedule of Rates: Identification of hourly rates for all assigned personnel, travel and other business expenses proposed to be charged to Glenn County as part of the contract services agreement. Information regarding hourly rates, travel and other business expenses proposed and fee schedule shall be provided in a separate sealed envelope.

Contracting: The Firm and/or individual shall indicate and acknowledge the ability to satisfy all the terms as described in the attached Glenn County Independent Consultant Agreement.

SUBMITTAL REQUIREMENTS

Please submit one hard copy (unbound) and one electronic copy of your proposal by 12:00 p.m. local time, Monday, January 27, 2025.

The Submittals shall be addressed to:

Talia Richardson, Acting Director
Glenn County Public Works Agency
P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988

In the event your firm/team desires additional information, the Public Works Agency will endeavor to provide such information as expeditiously as possible; however, the Public Works Agency will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

SELECTION PROCESS

Evaluation of SOQ: A selection committee as determined by the Public Works Agency will review the Proposals to determine which respondent is best qualified to perform the work. Depending upon the number and qualifications of respondents, the Director of Public Works may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Director of Public Works. The following criteria may be utilized in the selection process:

1. Understanding of the scope of work to be done.
2. Experience performing work as described in the Scope of Services.
3. Qualifications of staff for work to be done.
4. Present workload and staff availability of firm.
5. Ability to respond and provide services in a timely manner.
6. Familiarity with the functions and responsibilities of the County Engineer.

Proposed Schedule: The anticipated schedule for evaluation of the SOQs, award of contract and commencement of services is outlined below. The schedule is subject to change as determined by the Director of Public Works.

Release RFQ	December 30, 2024
Questions Due	January 15, 2025



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	12:00 p.m.
Deadline to Submit SOQ	January 27, 2025 12:00 p.m.
Evaluation of SOQ by County Completed/Notification of Interviews	Week of January 27, 2025
Consultant Interviews (If Necessary)	Week of January 27, 2025
Notification of Selection	February 3, 2025
Approval of Selection by Board of Supervisors and Award of Contract	February 25, 2025
Notice to Proceed	February 25, 2025

The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified task. The notice to proceed may in the form of a written work order authorized by the Director of Public Works.

QUESTIONS AND ADDITIONAL INFORMATION

Any questions concerning the SOQ submittal process should be directed to:

Talia Richardson, Acting Director
 Glenn County Public Works Agency
 P.O. Box 1070 / 777 N. Colusa Street
 Willows, CA 95988
 Email: trichardson@countyofglenn.net
 Telephone: 530-934-6530

Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after 5:00 p.m. on Wednesday, January 15, 2025.

MISCELLANEOUS PROVISIONS AND NOTIFICATIONS

SOQ Preparation Expenses: The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its SOQ. Firm or individual shall not include any such expenses as part of its SOQ. SOQ preparation expenses include the following:

1. Preparing its SOQ in response to this RFQ;
2. Submitting that SOQ to the County;
3. Negotiating with the County any matter related to this RFQ; or
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

County Rights: The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The County reserves all rights described below:

1. Accept or reject any and all SOQs, or any item or part thereof, or waive any informalities or irregularities in SOQs;
2. Issue new or subsequent RFQs;



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3. For any reasons, withdraw or cancel this RFQ, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFQ;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the SOQs;
5. All SOQs shall become the property of Glenn County and shall not be returned;
6. All SOQs submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted SOQs are not to be copyrighted;
7. Postpone SOQ openings for its own convenience;
8. Remedy or overlook technical errors in the RFQ process;
9. Appoint an Evaluation Committee to review SOQs;
10. Seek the assistance of outside technical experts in SOQ evaluation;
11. Approve or disapprove the use of particular subconsultants;
12. Establish a short list of firms or individuals eligible for interview after review of written SOQs;
13. Negotiate with any, all or none of the firms or individuals;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.
16. Award subsequent contracts to other consultants for specific projects or purposes as may be described in this RFQ that are beyond the scope of what is required by County Code or California law to be performed by the County Engineer.
17. The proposals submitted in response to this RFP will not be publicly opened.

Award of Contract: Upon selection of a successful proponent(s), a County standard form, Independent Consultant Agreement will be provided, a copy of which is presented in Appendix A for proponents' review. Proponents shall examine the contract and identify any request for modification from these standard terms as part of the proposal.

Independent Consultant: The successful firm will work in the capacity of an independent consultant for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of Glenn County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the Director of Public Works, or designee. The Director of Public Works will have final approval authority over all issues involved in the development review process.

Nondiscrimination: The consultant or its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.



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ATTACHMENT A

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2022, by and between Glenn County, a political subdivision of the State of California (“County”), and *name of Consultant* (“Consultant”).

RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. Consultant represents and warrants that Consultant is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and
- D. Consultant represents and warrants that Consultant advertises these services to and contracts with entities other than County; and
- E. Consultant represents and warrants that Consultant maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and
- F. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

- 1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all of the non-exclusive professional services described in Exhibit “A” which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *provide brief scope of work description* (“Services”).
- 2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.
- 3. Compensation.
 - A. The compensation to be paid by County to Consultant for the professional services described in Exhibit “A” shall be *[the Fixed price, Annual price, Monthly price or Hourly rate]* set forth in Exhibit “B” which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent

fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX).** The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates [*Name of County Representative*], or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Consultant's Representative. Consultant hereby designates [*Name of Consultant's Representative*], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Department Contract Administrator
Address
Willows, California 95988
Telephone:*

If to Consultant:

*Consultant Name
Address
City, State, Zip
Telephone:*

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein and Consultant shall have the right to provide the same or similar services to entities other than County without restriction. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this

Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of County, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Consultant receive a subpoena or court order related to this Agreement or Services, Consultant shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Consultant shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Consultant may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Consultant agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Consultant's officers, employees, representatives, agents, and subcontractors comply with this provision. Consultant further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Consultant's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Consultant's indemnification of the County, Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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.

(iii) 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. (*Not required if Consultant certifies that it has no employees*).

Consultant certifies that it has no employees: _____

Signature of Consultant

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant 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. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

2. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

B. Other Insurance Provisions.

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

(i) Additional Insured Status. The 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to 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 County.

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

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) 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, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Consultant shall furnish the County with original Certificates of Insurance including all required 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 listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

4. Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due

Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

C. The Services shall be performed by Consultant or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Consultant shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Prevailing Wages.

A. Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Consultant or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Consultant specifically acknowledges that County has not affirmatively represented to Consultant in writing, in the call for bids, or otherwise, that the work to be

covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Consultant hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Consultant acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Consultant acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this

Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

22. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Consultant shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Consultant of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with County, is prohibited.

27. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

30. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

34. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

35. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Consultant warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Consultant.

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the

same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

CONSULTANT

By: _____
[Name of Department Head]
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

By: _____
Office of County Counsel

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule