



REQUEST FOR BIDS

SCRAP METAL RECYCLING SERVICES GLENN COUNTY TRANSFER STATION

PUBLICATION DATE: JUNE 27, 2025

SUBMISSION DEADLINE DATE: JULY 25, 2025

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

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1 REQUEST FOR BIDS (RFB)

The County of Glenn (County) is the owner, operator, of the Glenn County Solid Waste Transfer Station which is managed by the Glenn County Public Works Agency. The County, is soliciting sealed Bids from qualified and experienced Contractors interested providing scrap metal recycling services.

The County operates the Transfer Station site in compliance with all Federal, State and local regulations associated with the operation of a Transfer Station. As part of the public service offerings, residents of Glenn County can dispose of scrap metal free of charge at the Glenn County Solid Waste Transfer Station. Scrap Metal is stockpiled on site (see Appendix B – Site Map) and then loaded and transported to a recycling center by a third-party contractor.

The County intends to award a 3-year agreement with the option to extend for an additional two (2) years. Prices will remain in effect for the term of the agreement.

The County reserves all rights to utilize any alternate procedure authorized by the Public Contracts Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

2 SCOPE OF SERVICES

The Contractor will provide trucks, crushing/bailing equipment, loading equipment and personnel sufficient to safely prepare for transport approximately 676 tons of scrap metal annually, including appliances.

Under County direction, the selected Contractor will be responsible for collection, removal, servicing and recycling of ferrous and non-ferrous metals collected by the Glenn County Solid Waste Transfer Station. The contractor shall provide all equipment necessary to load and transport metals stockpiled at the scrap metal pile. The Glenn County Solid Waste Transfer Station is located at 5700 County Road 33, Artois, CA 95913. The hours of operation are 8:00 a.m. to 4:30 p.m., Monday through Saturday. The Glenn County Solid Waste Transfer Station observes major holidays.

The successful bid will include appliance decontamination (i.e., removal of refrigerants, oils, compressors, PCB's, freon or other coolants, capacitors, florescent bulbs, batteries and any materials deemed hazardous by the Department of Toxic Substance Control. Contractor shall be responsible for the transportation and disposal of all hazardous substances collected during the performance of this project in accordance with State and Federal guidelines. The decontamination of appliances may be performed by the Contractor upon demonstration of the appropriate and necessary certifications from the State of California, or may be subcontracted to a qualified technical service provider. Decontamination includes manifested transport of removed materials to appropriate recycling or destruction sites and transmittal to Glenn County Landfill on Form 303 and copies of transport manifests or DTSC 1430.

Recycled products assigned to this contract include, but are not limited to:

- Cables/Cords: All cables/cords removed from appliances including but not limited to extension cords, power strips, wires, etc.
- Appliances: Includes all appliances that need to be serviced and those that do not, including but not limited to refrigerators, air conditioners, freezers, oil filled radiator style space heaters, water coolers, wine refrigerators, washers/dryers, water heaters, stoves, ovens, dishwashers, etc. for Contractor provided removal of hazardous waste.
- Scrap Metal: Includes a variety of scrap metal including but not limited to metal furniture, serviced BBQs/grills (valves must be removed from propane tanks) satellite dishes, sewing machines, heaters, serviced wheelchairs/scooters (batteries removed), etc.

- High Value Metals: All motors/engines (without oil or liquids), hand drills, garbage disposals, power tools (with rechargeable batteries removed, power operated saws, etc.

Contractor shall provide a minimum of monthly servicing. If additional pick-ups are required above and beyond monthly servicing, the Contractor shall respond within five (5) working days following the written (email) or call request by a County representative. Contractor shall utilize the County's vehicle scale to determine tare weights and record net outbound weight of materials loaded and transported offsite from the scrap metal pile and counts of appliances transported from the site.

Contractor shall provide to the County on an annual basis, documentation that all hazardous substances are managed in accordance with all California Department of Toxic Substance Control regulations.

Contractor shall provide to the County evidence of required permits, licenses and certificates. Contractor shall maintain "in standing" status as a State of California Certified Appliance Recycler during the contract term.

Contractor shall provide to the County a State of California DTSC 1430 for each load of appliances transported from the Glenn County Solid Waste Transfer Station.

2.1 Service to be Provided by the County

Except for the following items, the Contractor shall provide all necessary resources and services to execute the scope of work summarized in the previous section. In coordination with the selected Contractor, the County will:

1. County will not pay interest or penalty fees
2. County will conduct inspections to avert hazardous wastes from entering the scrap metal pile.
3. County will ensure all liquids are removed from gasoline powered devices.
4. County will provide a certified scale for documenting inbound and outbound weights.
5. County will provide access to the site during business hours for Contractor to perform services.

If the Contractor requests the County provide services or information not specifically indicated above, those requests should be clearly stated in its Bid.

3 BID FORMAT AND CONTENT

Responses to the RFB must follow the requirements set forth in this section. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal.

3.1 Contractor Admonishment

Contractors are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document, address all requirements and follow all procedures of this RFB.
- ✓ Ask for clarification before final due date for questions (July 11, 2025 by 3:00 P.M.).
- ✓ Immediately inform the County of any problems with this solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

3.2 County Notices

3.2.1 Miscellaneous

All Contractors responding to this RFB shall note the following:

- a. Any and all costs, including travel, arising from development and delivery of a response to this RFB incurred by any Contractor shall be borne by the Contractor without reimbursement by Glenn County.
- b. The selected Contractor shall remain an independent contractor/firm, working under his/her own supervision and direction and is not a representative or employee of Glenn County. The Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
- c. The opening of Bids in response to this solicitation is not subject to attendance by the general public.
- d. Issuance of this solicitation in no way constitutes a commitment by the County to award a contract. If the County determines it is in its best interest to do so, no Contractor may be selected and no agreement may be executed.
- e. Upon agreement award, the Contractor shall be required to execute the sample Agreement as provided in Appendix A and comply with County insurance requirements. The County may modify the contractual requirements of the agreement prior to execution of an agreement for services.
- f. The County reserves the right to:
 - i. Request additional information, or clarification of information, from Contractors that have submitted a response to this solicitation;
 - ii. Award multiple contracts if it is in the best interest of the County;
 - iii. Reject any or all submittals received if the County determines that it is in its best interest to do so;

- iv. Cancel or amend this solicitation at any time and solicit similar services in the future;
- v. Reject any submittal that does not meet all of the mandatory requirements of this solicitation, is conditional or is incomplete;
- vi. Waive minor inconsistencies deemed to be irrelevant.
- vii. Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date.
- viii. The County of Glenn reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Section 20150.9 and 20150.10, including not limited to rejecting all Bids and/or waiving any informality in the RFB process.

3.2.2 Sample Agreement

The Contractor(s) selected shall be expected to execute an agreement as attached hereto in Appendix A.

3.3 Addenda to RFB

The County may modify the RFB, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Bids by issuance of an addendum to potential Contractors. Such addendum shall be posted on the website <https://www.publicpurchase.com/>. Respondent shall acknowledge receipt of all addenda in their Bid. Any addenda issued during the time for submission of Bids will be made part of the Agreement.

3.4 License and Insurance

The Contractor shall possess all insurance and licenses for the type of work included in the contract at the time the contract is awarded.

4 SUBMITTAL REQUIREMENTS

Interested firms shall submit two (2) copies of the Bid document in sealed envelope clearly marked "**SCRAP METAL RECYCLING SERVICES**" to:

County of Glenn Public Works Agency
Attention: Talia Richardson, Director of Public Works
777 N. Colusa Street
Willows, CA 95988
Attention: Talia Richardson, Director of Public Works

Or if by U.S. Mail, to:

County of Glenn Public Works Agency
Attention: Talia Richardson, Director of Public Works
PO BOX 1070
Willows, CA 95988

The Bid shall be in the format identified herein. Any questions regarding this Request for Bid (RFB) shall be directed to Talia Richardson at the Public Works Agency via email at: solidwaste@countyofglenn.net.

4.1 Submittal Deadline

Bids shall be submitted on or before July 25, 2025, at 3:00 P.M.

4.2 Bid Worksheet

All information requested of the Contractor shall be entered on the Glenn County Bid Worksheet included in the Bid package.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

BID WORKSHEET

SCRAP METAL RECYCLING SERVICES

BIDDER INFORMATION

COMPANY NAME	CONTACT NAME
ADDRESS	
BIDDER EMAIL	BIDDER PHONE

Contractor will compensate the County based upon the table below:

OUTBOUND METAL	UNIT OF MEASUREMENT	Est. Tons	UNIT PRICE
Scrap Metal	Ton	676/year	
Other	Ton		

This space is to be used for bidders to outline any additional qualifications over and above those required for bidding. Please include any special licenses, certificates, or experience that may be relevant for work completed under task order for the County of Glenn. Completion of this section is not a requirement of this bid package. It is only a tool for bidders to provide additional information relevant to this business operation:

--

BIDDER SIGNATURE

BIDDER NAME

DATE

Addendums Received:

Addendum: _____, _____, _____, _____

5 SELECTION PROCESS

The County intends to award a 3-year agreement with the option to extend for an additional two (2) years. Prices will remain in effect for the term of the agreement.

5.1 Questions

Any questions regarding this RFB shall be directed to Talia Richardson at the Public Works Agency via email at: solidwaste@countyofglenn.net. Questions and the corresponding answers will be available to all potential Contractors and other interested parties. Questions shall be submitted no later than **3:00 PM on July 11, 2025**. The County will provide answers and clarifications by posting addenda through the <https://www.publicpurchase.com/> website so all Responders receive consistent information. It is the responsibility of all interested Contractor(s) to access the website for this information. Respondents shall acknowledge receipt of all addenda in their Bid. **Questions received after the deadline will not be answered.**

5.2 County Contact Information

Any and all communication regarding this solicitation shall be via email to:

solidwaste@countyofglenn.net.

Contractor(s) interested in participating in this solicitation are encouraged to register at the Public Purchase website: <https://www.publicpurchase.com/>.

END OF REQUEST FOR BIDS

APPENDIX A

SAMPLE AGREEMENT

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (“Agreement”) is made and entered into this *day* of *march*, 2025, 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 *change*; 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 *entity*, 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) and incorporated herein by this reference which shall include *add services* (“Services”).
- 2. Term. Services under this Agreement shall commence on *dates*, and shall continue until *June 30, 2026*, 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 *Hourly rate* set forth in Exhibit “B” which is attached hereto 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 xxxxx dollars xxxx).** 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*, 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* 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:

name
address

Telephone: (530) 934-6530

If to Consultant:

Business name
address

Telephone: (530) 893-1600

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: _____
Department Head
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Title*

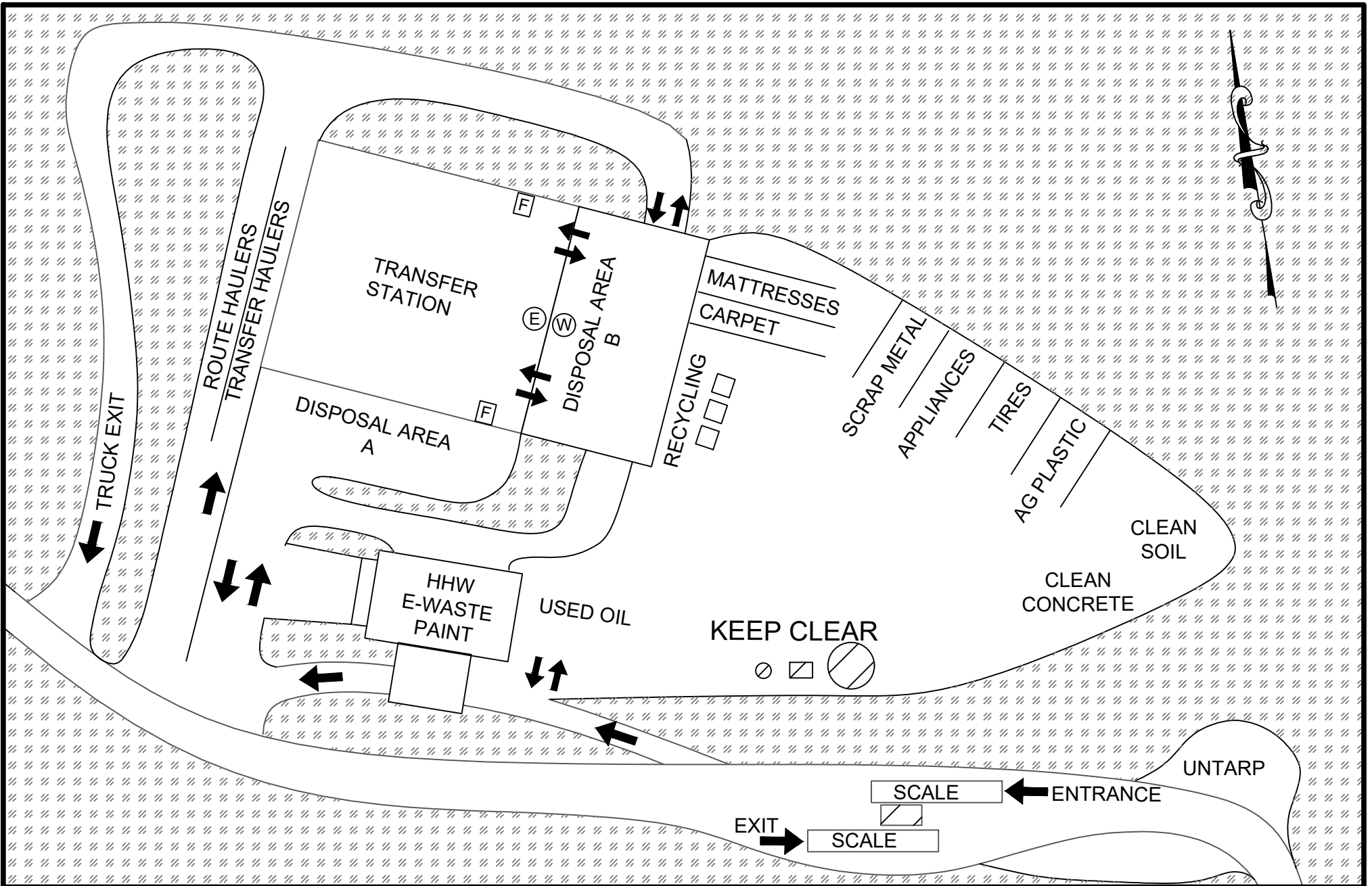
APPROVED AS TO FORM:

By: _____
Office of County Counsel

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

APPENDIX B

SITE MAP



GLENN COUNTY
PUBLIC WORKS AGENCY

777 N. COLUSA ST, WILLOWS, CA

SOLID WASTE TRANSFER STATION
5700 COUNTY ROAD 33, ARTOIS, CA 95913

DESIGNED BY _____ DRAWN BY KCG APPROVED BY _____

PROJECT #

SHEET X OF X

DRAWING 1 OF 3

SCALE NOT TO SCALE

DATE 5/27/2022

REV