



GLENN COUNTY
HHSA
HEALTH & HUMAN SERVICES AGENCY

BHCIP CONSTRUCTION MANAGER

**ON BEHALF OF THE GLENN COUNTY
HEALTH AND HUMAN SERVICES AGENCY,
DEPARTMENT OF BEHAVIORAL HEALTH**

Request for Proposal No. 2024-01

**Proposals must be received no later than
12:00 P.M. (PST) on February 20, 2024**

Attn: Olivia McClain
RFP 2024-01
BHCIP Construction
Manager
P.O. Box 611
Willows, CA 95988

TABLE OF CONTENTS

1. PURPOSE	3
2. BACKGROUND.....	3
3. DESCRIPTION OF SERVICES	3
4. PROPOSER QUALIFICATIONS	5
5. TIMELINE FOR THIS PROPOSAL.....	6
6. PROPOSAL PROCESS	6
7. PROPOSAL ATTACHMENTS.....	9
8. PROPOSAL CONTENTS	9
9. EVALUATION OF PROPOSALS	11
10. INTERVIEWS.....	12
11. RIGHTS	12
12. CONFIDENTIAL OR PROPRIETARY INFORMATION	13
13. ATTACHMENT 1	13
14. AGREEMENT	13

REQUEST FOR PROPOSAL
BHCIP CONSTRUCTION MANAGER

1. PURPOSE

The Glenn County Health and Human Services Agency (HHS), is seeking to solicit and award a contract to the best qualified responsible BHCIP Construction Manager, hereinafter referred to as "Proposer," to assist the Department of Behavioral Health (BH) in managing design and construction of a Behavioral Health Facility for Children and Youth, called the Orland Youth and Family Wellness Center (the "Center") funded by the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 4.

2. BACKGROUND

The State of California Health and Human Services Agency, Department of Health Care Services, is administering a Continuum Infrastructure Program, called BHCIP, to enhance community behavioral health infrastructure throughout the state. HHS received a \$17,278,529 BHCIP Round 4 grant targeted to children and youth, which will be used to construct the Center.

The Center will be a newly constructed facility located in Orland, California that will house integrated outpatient mental health and substance use disorder clinics for children and youth aged 25 and under and their families. The Center's goal will be to reduce incarceration, hospitalization, homelessness, and institutionalization. HHS seeks to accomplish this by creating a welcoming space for those experiencing trauma. Services provided at the Center will be voluntary, community-based, trauma-informed and culturally responsive. The facility will also house programs that work directly with the justice system, and will have prevention and outreach staff onsite to assist in reducing barriers to access services for those experiencing homelessness. Other non-HHS service providers and community partners will also be provided space at the Center, providing access to mainstream benefits, child welfare services, and housing.

Conceptual site and floor plans for the Center were developed by HHS in consultation with an architecture and engineering team for the BHCIP Round 4 application. The Center is planned to be located on one parcel that is 3 acres in size. The conceptual site plan includes: 155 parking spaces, truck loading dock, a therapy garden, a therapy garden walkway, covered bike parking, and a children's playground connected to the day care. The total estimated interior square footage of the facility building is 18,877. The conceptual floor plan includes: a reception area, four conference rooms, a wellness space, a day care and perinatal day care, a community kitchen, 26 therapy meeting rooms, medication room, lactation room, 15 offices, IT office and server room, 5 restrooms, storage rooms, and mechanical rooms. These plans will be reviewed and refined by a Consulting Architect, who will help prepare design standards for a Design-Build RFP, anticipated to be issued in January 2023.

3. DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service providers upon execution of the Agreement through completion of services. The Scope of Services is as follows:

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

This RFP solicits proposals to provide project management and construction management services. The selected Proposer to this RFP will be required to deliver the following Scope of Services in the following general categories: Activity 1) predevelopment project management; Activity 2) construction management; and Activity 3) project close-out and transition to operations. These Activities are described in more detail below, with Tasks for each Activity.

Activity 1: Predevelopment Project Management

Task 1.1: Lead and coordinate with the Development Team (BH Representative and consultants, Grantor Representatives, Consulting Architect, Architect, Engineers, and General Contractor) in completing deliverables and adhering to the project timeline for construction of the Center.

Task 1.2: Review design and architectural documents in consultation with the Consulting Architect, Architect, and Engineers to assist BH in making design decisions for the Center.

Task 1.3: Manage the construction budget and develop strategies to value engineer cost and accelerate timeline as needed in consultation with the Development Team.

Task 1.4: Lead the Development Team in applying for and receiving planning and building permits for the Center.

Task 1.5: Manage the contracting process with the General Contractor on behalf of BH, in consultation with the BH representative and consultants, and in alignment with the Center project budget.

Activity 2: Construction Management

Task 2.1: Lead and coordinate with the Development Team in managing construction of the Center to adhere with the project budget and schedule.

Task 2.2: Participate in regular meetings on behalf of BH.

Task 2.3: Review and report to the BH representative on construction documents, including RFIs, Payment Requests, and Construction Schedule. Review these documents to assist BH in making design and construction decisions.

Task 2.4: Conduct regular site inspections to review construction progress in relation to General Contractor Payment Requests and the Construction Schedule.

Task 2.5: Coordinate with the Development Team to problem-solve and make construction period design modifications, and respond to RFIs.

Task 2.6: Provide regular reports to BH regarding project progress and budget status, and participate in regular coordination meetings.

Activity 3: Project Close-out

Task 3.1: Represent BH in reviewing the construction punch list and inspecting close-out progress on the construction site.

Task 3.2: Complete inspections to finalize construction of the Center to the satisfaction of BH and issue a Notice of Completion.

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

Task 3.3: Lead the Development Team in securing necessary completion permits to authorize initiation of Center operations.

Task 3.4: Manage the transition from construction to operations, including lien releases, warranties, orientation of systems operations for facility management team, utilities startup, and purchase of furniture and equipment.

Task 3.5: Coordinate the collection of final as-built construction documents and surveys for delivery to BH.

The anticipated project timeline is as follows:

Publish Design-Build RFP	January 2023
Contract with Design-Build Team	March 2024
Develop architectural plans	March-November 2024
Apply for Planning Permit	May 2024
Receive Planning Permit	August 2024
Apply for Building Permit	November 2024
Receive Building Permit	February 2025
Construction Period	February 2025-May 2026

4. PROPOSER QUALIFICATIONS

The RFP will prioritize Proposers that demonstrate expertise and experience in the following areas:

- Managing design and construction of public facilities, which may include hospitals, clinics, office buildings, and/or educational facilities
- Performing project management and coordinating deliverables with a development team, including owner representatives, funders, architects, engineers, and general contractors
- Managing the construction process, including review of architectural plans, processing of Requests for Information (RFIs), Change Orders (COs), Payment Requests, and Construction Schedule, participating in Owner Architect Contractor (OAC) meetings, and conducting on-site construction progress inspections
- Application of federal and state regulations, including the California Building Code, that govern the design and construction of behavioral health facilities in California
- Implementing strategies for value engineering and timeline acceleration

5. TIMELINE FOR THIS PROPOSAL

HHSA has developed the following list of key events related to this proposal. All dates are subject to change at the discretion of the HHSA.

EVENT	DATE
Issuance of RFP	Wednesday, January 17, 2024
Deadline for RFP questions	Friday, January 26, 2024
Questions and Answers posted	Monday, February 5, 2024
Deadline for proposal submission	12:00 PM, Tuesday, February 20, 2024
Evaluation of RFP and Potential Interviews	February 26, 2024 to March 1, 2024
Notice of intent to award	Tuesday, March 5, 2024
Protest period	March 6, 2024 to March 20, 2024
HHSA response to protest	Friday, March 29, 2024
Board of Supervisors Approval of Contractor	Tuesday, April 9, 2024
Contract Start Date and End Date	Upon Execution of Agreement to June 30, 2026

6. PROPOSAL PROCESS

a) Period of Offer:

Response to this proposal constitutes an offer to the HHSA to negotiate a contract according to the proposal specifications for a period of not less than 120 days from proposal receipt.

b) Proposals, questions, and protests should be addressed to:

Proposals may be emailed, in PDF format to:

admin@countyofglenn.net

Subject: 2024-01 BHCIP Construction Manager

Attn: Olivia McClain

Or by overnight mail or dropped off at:

County of Glenn

Health and Human Services Agency

Attn: Olivia McClain

RFP 2024-01 BHCIP Construction Manager

420 E. Laurel St

Willows, CA 95988

Or by US Mail to:

County of Glenn

Health and Human Services Agency

Attn: Olivia McClain

RFP 2024-01 BHCIP Construction Manager

P.O. Box 611

Willows, CA 95988

c) Bidders' Questions:

Questions regarding the proposal should be submitted in writing or emailed. Questions will not be accepted by telephone, facsimile (FAX), or orally. The HHSA reserves the right to decline a response to any question if in the HHSA's assessment the information cannot be obtained and shared with all potential Proposers in a timely manner.

Questions will be accepted in accordance with the guidelines of the RFP and may be sent to:

Email Questions to:

admin@countyofglenn.net

Subject: RFP 2024-01 BHCIP Construction Manager Questions

Attn: Olivia McClain

A summary of questions submitted and the HHSA's responses will be provided on the Glenn County website at: <https://www.countyofglenn.net/govt/bids>

d) Submission of Proposals:

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the HHSA that the late receipt was due solely to mishandling by the HHSA after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the HHSA as determined by the date stamp of the HHSA on the proposal wrapper or other evidence of receipt maintained by the HHSA.

All costs of the proposal preparation shall be the responsibility of the Proposer. All materials submitted in response to the proposal become the property of the HHSA and may be returned only at the HHSA's option and the bidder's expense.

Submission of a proposal in response to this RFP waives any claim against Glenn County and the HHSA for irregularities in the RFP process, except as otherwise required by law or regulation.

e) Proposal Review and Evaluation Criteria

The HHSA Director, selected County staff, and selected interested professionals will evaluate the proposals to determine a responsive, responsible, and qualified Proposer approved by the HHSA. This Proposer shall:

- Possess the competency, experience and education required to effectively perform the duties as enumerated in the Agreement, Section 4, and in Attachment 1, and
- Complete the required services and deadline dates as outlined in Attachment 1, taking into consideration any additional business commitments, and
- Have no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
- Be qualified and eligible to receive an award under applicable statutes and

RFP Title: BHCIP Construction Manager

RFP No.: 2024-01

regulations, and

- Articulate a comprehensible approach to completing the required work, and

- Provide acceptable references.

The HHSA reserves the right to waive any proposal irregularity; however, this will not relieve the Proposer from full compliance with the bidding requirements if awarded the contract.

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future.

After review of all proposals and a recommendation for award of contract is made, all Proposers shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the HHSA reserves the right to negotiate a contract with the successful bidder, including further negotiating the proposed scope of work, method of delivery, and amount of compensation.

f) Contract Award:

The contract award will be based on a combination of factors determined to be in the best interest of the HHSA submitted by a responsive, responsible, and qualified Proposer approved by the HHSA.

- The contract shall not take effect before being approved by the Glenn County Board of Supervisors.
- Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

g) Protests:

Following notification to all Proposers of the recommendation for award of contract, protests may be submitted in writing to the HHSA. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The HHSA shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The HHSA shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

7. PROPOSAL ATTACHMENTS

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement agreeing to the County terms and conditions.

8. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive.

a) Title Page - the title page will include the following information:

- Proposal title;

- Proposer's name/business name;
- Proposer's contact information (physical and electronic addresses, and telephone numbers);
- Name and contact information (physical and electronic addresses, and telephone numbers) for the person or persons (if different than above) who will be authorized to make representations for the Proposer;
- Signature of Proposer.

b) Approach and Methodology:

- Provide a narrative illustrating your organization's commitment and demonstrated ability to meet the qualifications described in Section 4 and complete all components of all projects and services to meet the "Responsibilities of Contractor", as described in Attachment 1 "Agreement";
- Provide an estimate of hours required per each Task identified in Proposer's Agreement (Attachment 1), under Scope of Services – Exhibit A.

c) Organization and Staffing Plan:

- This section of the proposal must include information regarding the Proposer's proposed organizational structure, length of time in business, including experience, training and credentials; and
- Resumes for Proposer and Primary Staff. (Note- Upon award and during the contract period, if different personnel are assigned to work on the HHSA's project, the Proposer must submit staff's names, resumes, and qualifications before they begin work.); and

d) Experience and Qualifications:

- Evidence of at least 5 years of successful experience in consultation services; and
- The Proposer must describe the methods that will be utilized to accomplish the proposed activities, and what deliverables are to be produced by the end of the contract period. Specifically, the Proposer should outline what methods will be used to obtain stakeholder engagement in the processes. Proposer should emphasize any relevant experience and may provide examples based on their experience with successfully completing similar or related activities; and
- Qualifications and Resumes - Resumes must be included that describe background and experience that address the desired qualifications described in Section 4 and in conducting the Tasks described in Attachment 1. Proposal must describe the proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the proposer's ability and experience in conducting the proposed activities. Resumes must demonstrate training and experience necessary to successfully complete the proposed activities; and

- A sample of Proposer's previous work.

e) Acceptance of the Terms and Conditions:

Attachment 1, Proposed Agreement, sets forth the Terms and Conditions.

Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.

f) Other requirements:

Proposer must include in its proposal:

- Copy of current business license;
- If qualified - a copy of 8(a) Business Development Certification; and
- Copy of Proposer's W-9 and current SAMS or DUNS number.

g) Costs:

Include a description of estimated costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate) in a separate, sealed envelope, or in a separate PDF document emailed to:

admin@countyofglenn.net

Subject: RFP 2024-01 BHCIP Construction Manager COST
ESTIMATE

Attn: Olivia McClain

ADDITIONAL REQUIREMENTS

No facilities will be provided for the Proposer under this proposal. All office space will be the responsibility of the Proposer.

Proposers should provide at least **three** current professional references. The HHSA may check references provided by the Proposer.

Information for references must include the following:

- Organization name;
- Contact person name, address, and telephone number; and
- Dates and services that were performed.

9. EVALUATION OF PROPOSALS

The HHSA will assemble an Evaluation Team to evaluate each proposal. The team will consist of the HHSA Program Manager and other integral HHSA and County staff.

When the Evaluation Team opens each submission, they will check for the presence or absence of the required contents and determine if the Proposer demonstrated the ability to meet the qualifications outlined in the required Proposal Contents. Each proposal will be evaluated, ranked, and scored using the evaluation table below, with 100-points being the maximum points possible.

To be considered for the Award, each proposal must include criteria from each Evaluation Criterion category in the table below. Some categories are weighted more than others, but all categories are considered necessary for the proposal to be technically acceptable. The highest scoring participants may be set up for an interview.

EVALUATION CRITERION (7. Proposal Contents)	PROPOSAL REFERENCES	MAXIMUM POINTS
a. Title Page	Page 8	5
b. Approach and Methodology	Page 9	30
c. Organization and Staffing Plan	Page 9	15
d. Experience and Qualifications	Page 9 &10	40
e. Acceptance of the Terms and Conditions	Page 10	5
f. Other Requirements	Page 10	5
Total		100

Upon review of the proposals, HHSA will negotiate a contract with the best qualified consultant under terms which HHSA determines to be fair and reasonable to the County. Should HHSA be unable to negotiate a satisfactory contract with the consultant considered to be the most qualified at a price the County determines to be fair and reasonable to the County, negotiations with that consultant shall be formally terminated and HHSA shall then undertake negotiations with the second-most qualified consultant, and so on until an agreement is reached.

10. INTERVIEWS

The HHSA may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, by phone, or video conference. If conducted in person, interviews will likely be held at the HHSA’s offices in Willows, California. The HHSA will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The HHSA will notify eligible Proposers regarding interview arrangements.

11. RIGHTS

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future. This proposal is in no way an agreement, obligation, or contract and in no way is the HHSA or Glenn County responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the HHSA for official files and will become a public record.

All consultants submitting a proposal in response to this Request for Proposal agree to submit to the above selection process and waive any challenge or protest based on the method of selection.

12. CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE. The HHSA will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise and regardless of any statement in the proposal (a) purporting to limit the HHSA’s right to disclose information in the proposal, or (b) requiring the HHSA to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13. ATTACHMENT 1

Proposed Agreement attached hereto and made a part hereof by this reference.

14. AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT
Fiscal Year 2023-2024

This Independent Contractor 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 Contractor* (“Contractor”).

RECITALS:

A. County has determined that it is desirable to retain Contractor to provide *brief description of services to be provided*; and

B. Contractor 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. Contractor represents and warrants that Contractor 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. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor 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 Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor 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 UPON DATE OF LAST SIGNATURE, and shall continue until *June 30, 2024*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement. Upon mutual Agreement between the parties and according to the terms and conditions of the existing Agreement, the services under this Agreement may be renewed in one (1) year intervals for a maximum total term of three (3) years.

3. Compensation.

A. The compensation to be paid by County to Contractor 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 Contractor or furnish any other consideration under this Agreement and Contractor 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 Contractor 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. Contractor 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 Contractor 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 XXXXXXXX dollars (\$XXXXX.XX).** The County shall make no payment to Contractor 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. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Invoice and Payments. Contractor shall submit invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, or by e-mail to gchsaaccountspayable@countyofglenn.net within 15 days after completion of the services rendered during the preceding month as described in Exhibit A. Contractor 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 final invoice of each fiscal year must be received no later than July 10th of each fiscal year. 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 *the Glenn County Health and Human Services Director*, 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. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates [*Name of Contractor's Representative*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor'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:

Glenn County
Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, California 95988
Telephone: (530) 934-6638
Email: admin@countyofglenn.net

If to Contractor:

Contractor 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 Contractor 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 Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor 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. Contractor 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 Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor 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 Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor'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, Contractor 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 Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor'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, Contractor 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 Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor 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 Contractor.

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 Contractor under this Agreement ("Documents & Data"). Contractor 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. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor 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 Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor 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 Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, 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 Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor 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 Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality.

1. 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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 Contractor receive a subpoena or court order related to this Agreement or Services, Contractor 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. Contractor 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.

2. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(i) To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

(ii) The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associates pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services Agency and other applicable laws.

(iii) As part of the HIPAA Regulations, the Privacy and Security Rules require the county to enter into a contract containing specific requirements stated within the Business Associates Agreement form (BAA) prior to disclosure of public health information (PHI), which is attached hereto, known as Exhibit C, and incorporated herein by this reference.

D. Infringement Indemnification. Contractor 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, Contractor 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, Contractor 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 Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor 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 Contractor'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. Contractor 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, Contractor 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 Contractor, 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. Contractor shall defend, at Contractor'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. Contractor 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. Contractor 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor'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 Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor 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 Contractor, Contractor'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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(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 Contractor certifies that it has no employees).*

Contractor certifies that it has no employees: _____
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor'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 Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

2. If Contractor 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 Contractor. 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 Contractor.

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or 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, Contractor'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 Contractor'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. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not 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 Contractor 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor 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 Contractor'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. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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

5. Safety. Contractor 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, Contractor 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 Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor'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 Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor 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 Contractor.

A. Contractor 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. Contractor 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 Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor 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 Contractor 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. Contractor 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. The Contractor agrees to comply with the requirements as listed in the Vendor Assurance of Compliance form Exhibit D.

17. Equal Opportunity Employment. Contractor 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. Contractor 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.

18. Labor Certification. By its signature hereunder, Contractor 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.

19. 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. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

20. 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

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

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.

21. Subcontracting and Assignment. Contractor 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.

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

23. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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.

24. Employment Adverse to County. Contractor 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.

25. Conflict of Employment. Employment by Contractor 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 Contractor 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 Contractor securing this or related Agreements with County, is prohibited.

26. 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.

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

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

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

29. 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.

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

31. 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.

32. 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.

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

34. 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.

35. 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.

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

37. 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"

RFP Title: BHCIP Construction Manager
RFP No.: 2024-01

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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CONTRACTOR/CONTRACTOR NAME

By: _____
Name: _____ Date _____
Title: _____

COUNTY OF GLENN:

By: _____
Scott H. De Moss, County Administrative Officer Date _____
County of Glenn, California

COUNTY OF GLENN:

By: _____
Health and Human Services Agency Date _____

APPROVED AS TO FORM:

By: _____
Name: _____ Date _____
Title: _____
Glenn County, California

Health and Human Services Agency:

- Approved by Deputy Director of Administration _____
- Approved by Fiscal Manager _____
- Approved by Program Manager II _____

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Business Associates Agreement
- Exhibit D – Scope of Services (TO BE ADDED UPON COMPLETION OF RFP)

Exhibit A

SCOPE OF WORK

During the term of this Agreement, Contractor shall:

During the term of this Agreement, County shall:

Exhibit B

FEE SCHEDULE

1. FEES TO BE DETERMINED UPON COMPLETION OF RFP

Exhibit D

CONTRACTOR'S SCOPE OF SERVICES

SECTION SAVED FOR CONTRACTOR'S
SCOPE OF SERVICES
TO BE INCLUDED FROM RFP