



# Request for Proposal

## Comprehensive Professional Building Services (Plan Review & related services)

For questions regarding this request for proposal (RFP), please contact:

Donald Rust, Director  
Glenn County – Planning & Community Development Services Agency  
Email: [drust@countyofglenn.net](mailto:drust@countyofglenn.net) and [tnelson@countyofglenn.net](mailto:tnelson@countyofglenn.net).  
Phone: (530) 934-6540

All questions must be submitted by email no later than 10:00 AM on **Friday, June 14, 2019.**

Deadline to submit a proposal is 4:00 PM on **Friday, June 28, 2019.**

### **Introduction**

Thank you for your interest in this Request for Proposal (“RFP”). The County of Glenn (“County”) intends to retain professional services consultant(s) (“Consultant”) to provide comprehensive professional building services including but not limited to plans examination, building inspection, code enforcement, CASp, architect, and engineering on an as needed basis. This document details the scope of service to be performed and outlines the evaluation and selection process.

### **Proposed Initial Term**

The County is requesting proposals from qualified firms to provide comprehensive building plan review and other needed professional services for the initial term beginning September 1, 2019 through August 31, 2022. *A term extension may be executed pending a review of performance for an additional three (3) years.*

All proposals for comprehensive building services shall be submitted to the County no later than **4:00 p.m. on Friday, June 28, 2019.** Interviews of qualified proposers are tentatively scheduled for **Wednesday, July 17, 2019.**

### **Proposal Submission**

The original proposal and three (3) hard copies, plus a copy on electronic media (CD or usb flash drive), shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. **This proposal packet shall be delivered no later than 4:00 p.m. on Friday, June 28, 2019 to:**

**County of Glenn  
Planning and Community Development Services Agency  
Building Official  
777 N Colusa St  
Willows, CA 95988**

The outer envelope shall be clearly labeled as **RFP for Comprehensive Professional Building Services**. Proposals received after the specified date and time will be returned unopened and will not be considered. The responders must bear the cost of preparing and submitting their proposal. The County will not reimburse their costs.

### **Background**

Glenn County is located in the northern central valley of California, approximately 75 miles north of Sacramento. It is comprised of approximately 1,315 square miles and is bounded on the east by Butte County; the north by Tehama county; the west by Mendocino County and Lake County; on the south by Colusa County. The Sacramento River extends along the eastern boundary in a north-south direction. The eastern portion of the County is relatively flat and contains the majority of Glenn County's 28, 796 residents. In the western quarter of the county, the landscape rises into the Pacific Coast Range where mountain peaks are in excess of 6,000 feet in elevation. Approximately 27% of lands within the County are government owned. The cities of Willows and Orland are the two incorporated cities within County. These cities contain approximately one-half of the county population. There are several smaller unincorporated communities throughout the County (Hamilton City, Ord Bend, Artois, Elk Creek, Butte City, Bayliss, Afton, Codora, and Glenn) and other communities in the unincorporated areas surrounding the two cities. The Grindstone Indian Rancheria is located north of the community of Elk Creek and is the official recognized Tribal government in the County.

### **County's Objectives**

The County would like to contract with a dependable individual or firm that can provide comprehensive professional building services as needed by the County. The County aims to provide timely, efficient and professional service responsive to the needs of the project applicants.

## **Scope of Services**

The County is seeking qualified Consultant(s) with experience in industrial, commercial and residential plan reviews including multi-story construction, complex tenant improvements, agriculture building structures, and industrial facilities. Plans often require a quick turnaround to meet the needs of the building owners and contractors. Other administrative and professional services needed might include building structures professional such as a building inspector for short durations, on an as needed basis.

### **Tasks:**

- Perform complete, comprehensive plan reviews including architectural, structural, civil, electrical, plumbing, mechanical, accessibility, and fire prevention.
- Provide digital final approved plans review package and supporting documentation to Glenn County – Planning & Community Development Services Agency.
- Ability to teleconference and conduct online meetings with Planning & Community Development Services Agency staff and consultant regarding projects in plan review or under construction, as needed.

## **Submittal Requirements**

Candidates shall submit proposals that thoroughly respond to the items listed below. The most responsive proposal will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the exact order as outlined in this section. Failure to do so may remove the proposer/consultant/bidder from further consideration.

### 1. Statement of Understanding

A description of the approach to the performance of the work requested that illustrates the consultant's understanding of the nature of the work being requested and the total cost of services presented in the proposal.

### 2. Proposed Project Team Members

A brief description of the primary consultant and sub-consultants (if any), along with an organizational chart of the Project team indicating the primary responsible representative(s) and title(s). Designation of a single point of contact for the project is required. Provide the role and relevant background experience of the primary individuals involved in the project, e.g. a brief description of the qualifications of the key personnel and responsibilities should be included.

### 3. References

Include a minimum of three (3) references of persons, firms, or agencies that County staff may contact to verify the experience of the proposer, preferably projects that are similar in nature to this RFP.

#### 4. Scope of Work

Provide a detailed Project scope of work based on the RFP. Indicate the fee structure that would be charged for the work performed by the consultant principals and staff. Include all classifications of staff that could be provided to the County.

#### 5. Glenn County Standard Contract Form

Attachment A is the County's standard contract form agreement. Applicants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide proof of the required insurance (general liability, worker compensation, errors and omissions, etc.). If the County is unable to negotiate a satisfactory agreement, with terms and conditions the County determines, in its sole judgment, to be fair and reasonable, the County may then commence negotiations with the next most qualified consultant in sequence, until an agreement is reached or determination is made to reject all submittals.

#### 6. Duration of Proposal

Proposals shall remain effective for a minimum of 90 days beyond the submittal date.

To be considered as a responsive proposal, please submit these items no later than Friday, June 28, 2019 at 4:00 p.m.

For questions regarding this RFP, please contact Donald Rust at **(530) 934-6540** or by e-mail at [drust@countyofglenn.net](mailto:drust@countyofglenn.net) and [tnelson@countyofglenn.net](mailto:tnelson@countyofglenn.net). The County will provide copies of the questions and answers via county website located at <https://www.countyofglenn.net/dept/planning-community-development-services/welcome>.

### **RFP Process Timeline**

The anticipated schedule for selecting a consulting firm for this project is as follows:

Proposals Due:	<b><u>Friday, June 28, 2019, at 4:00 p.m.</u></b>
County Review of Proposals:	<b>Estimated 2 weeks.</b>
Interviews of selected firms:	<b>Wednesday, July 17, 2019, <u>subject to change</u></b>
Award of Contract:	<b>Tuesday, August 6, 2019, <u>subject to change</u></b>

### **Evaluation Process**

The Consultant(s) will be selected based on qualifications and demonstrated competence as the agreement may not be awarded to the lowest responsible proposer. When selecting the Consultant, the skill and ability of the entity or individual performing the services is a key component of the selection criteria. The County will select a Consultant(s) based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection. Consultants will be evaluated and selected based upon experience, price and schedule. Consultants should address these criteria in their proposal.

After the submittals are evaluated and ranked, the County, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the County reserves the right to select a proposal without conducting interviews.

If a recommended consultant(s) is identified, it will be to the most qualified respondent Consultant(s) with whom County is able to successfully negotiate the compensation and terms and conditions of any and all agreements.

Once the recommended Consultant(s) is selected, staff will make a recommendation to the Glenn County Board of Supervisors. Final selection of a Consultant(s), terms and conditions of any and all agreements, and authority to proceed with these services, shall be at the sole discretion of the County.

### **General Conditions**

Potential proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP, including the County's Standard Contract Form, attached hereto and incorporated herein. By submitting a proposal, Consultant represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Consultant has conducted such additional investigation as it deems necessary and convenient, that Consultant is capable of providing the services requested by the County in a manner that meets the County's objectives and specifications as outlined in this RFP, and that Consultant has reviewed and inspected all materials submitted in response to this RFP. Once the consultant has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Consultant to request additional compensation.

### **Non-Discrimination Requirement**

By submitting a proposal, the Consultant represents that it and its subsidiaries will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

### **Conditions of Proposal Acceptance**

The RFP is not an offer by the County to contract with a Consultant responding to this RFP. This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The County reserves the right to waive any irregularities or informalities contained within this RFP, and/or reject any or all proposals received because of this request; negotiate with any qualified source or to cancel the RFP in part or whole. All proposals and material submitted will become the property of the County and will not be deemed confidential or proprietary.

The County reserves the right to award in whole or in part, by item or group of items, when such action serves the best interest of the County. The County and Consultant may agree to add additional work to the agreement by mutual agreement at a later date. The County may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

Attachment: Appendix "A" Glenn County Standard Contract Form

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this *date* day of *month*, 2019, by and between Glenn County, a political subdivision of the State of California ("County"), and *name of consultant* ("Consultant").

### RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. 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 the professional services described in Exhibit "A" which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *provide brief scope of work description* ("Services").
2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.
3. Compensation.
  - A. The compensation to be paid by County to Consultant for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference.
  - 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 deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.
  - C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars**

~~(\$XXXXX.XX)~~. The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

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

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

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

**If to the County:**

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

**If to Consultant:**

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

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

6. 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. 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.

7. 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.

8. 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.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, 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, damages, injuries (including injury to or death of an employee of

Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants 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 negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. 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 sub-consultants. At the very least, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Consultant shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Consultant agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Consultant shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Consultant or Consultant's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Consultant shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Consultant and Consultant's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

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

12. 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 Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants 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 sub-consultants 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.

14. 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, sub-consultant 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.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. 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 monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, 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 twenty-thousand dollars (\$20,000).

18. 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.

19. 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.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability. 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.

22. 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.

23. 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.

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

25. 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.

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

27. 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.

COUNTY OF GLENN

CONSULTANT

By: \_\_\_\_\_  
*[Name of Department Head]*  
Deputy Glenn County Purchasing Agent

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
County Counsel, Glenn County

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