



Request for Proposal

ON-CALL NUISANCE ABATEMENT 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 and dmiller@countyofglenn.net
Phone: (530) 934-6540

All questions regarding this proposal must be submitted by email no later than 10:00 AM on **Wednesday July 10, 2020.**

Deadline to submit a proposal is 4:00 PM on **Friday, July 24, 2020.**

Introduction

Thank you for your interest in this Request for Proposal (“RFP”). The County of Glenn (“County”) intends to retain a qualified contractor(s) to provide on-call public nuisance abatement services for the Planning & Community Development Services Agency (PCDSA), Code Enforcement Division, as described within this RFP throughout the County of Glenn. This document details the scope of service to be performed and outlines the evaluation and selection process.

Proposed Initial Term

The County’s PCDSA is requesting proposals from qualified contractor(s) to provide on-call public nuisance abatement services for the initial term beginning Aug 17, 2020 through June 30, 2022. *A term extension may be executed pending a review of performance for an additional three (3) years.*

All proposals for on-call public nuisance abatement services shall be submitted to the County no later than **4:00 p.m. on Friday, July 24, 2020.** Interviews are tentatively scheduled for **Wednesday, August 5, 2020.**

Proposal Submission

The original proposal and three (3) copies, plus a copy on electronic media, 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, July 24, 2020.***

**County of Glenn
Planning & Community Development Services Agency
Building Official
225 N Tehama St.
Willows, CA 95988**

The outer envelope shall be clearly labeled as RFP for On-Call Public Nuisance Abatement Services. Proposals received after the hour specified 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 29, 132 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 the 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 qualified and dependable individual or firm that can provide on-call public nuisance abatement services as needed by the PCDSA. The County aims to provide timely, efficient and professional service responsive to the needs of the community within Glenn County.

Scope of Services

The following services shall be provided to the County:

- Abatement of overgrown weeds or dead vegetation to include, but not limited to: dead or hazardous trees, high weeds and shrubs;
- Clean up and removal of trash and debris to include but not limited to: discarded metal, vehicles, vehicle parts, appliances, waste oil, batteries or similar materials;
- Cleanup and removal of heavy construction or demolition materials, to include but not limited to: concrete, soil, metal rebar, wood and other miscellaneous construction debris;
- Emergency Structural Boarding: to include, but not limited to: structural boarding consistent with HUD specifications or local procedures. Use of wood boarding or alternative materials such as polycarbonate clear boarding, as directed on vacant or damaged structures.

As part of the scope of work, all removed materials are required to be safely transported and removed from nuisance properties to legal disposal and/or recycling site(s) within Glenn County with priority to any local facilities.

The individual(s) and/or firm(s) selected (contractor(s)) shall be appropriately licensed under California Contractor License Law and will maintain such license throughout the duration of the service agreement with the County. The Contractor must comply with all applicable laws related to the transportation and disposal of waste. The term of the agreement will be for approximately two (2) years with the option to extend the agreement at the discretion of the County.

Contractor shall have the ability to send/receive work orders, invoices, and documents. via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files, including photographs.

If a contractor encounters problems with an argumentative or non-cooperative property owner or local designated agent, the contractor should call the Glenn County Code Enforcement Division (530) 934-6540 or if an emergency arises DIAL 911.

Failure to perform work as assigned, submittal of improper invoices, failure to conform to the requirements of any provision contained herein or in the work order, may result in termination at the discretion of the County.

Contractor shall furnish, at its own expense, all equipment and materials needed for abatement services including but not limited to:

- Mowers, weed trimmers, brush hogs, saw blades, chain saws, and loaders.
- Caution tape, orange fencing, framing materials, and other materials necessary to secure the site to ensure the health and safety of the public.

- Any other equipment and/or materials required to address each specific circumstance in a work order.

Prior to beginning any work order, contractor shall take digital color photographs of the work location. Photographs shall be taken in the manner prescribed by the County. The photographs shall be dated and time-stamped. The photographs shall include the property condition before the abatement showing grass/weed height, trash, junk, vehicles, vehicle parts and debris on property, tires, any unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, etc. **Failure to submit proper “before” photographs may result in termination of the Agreement.**

Contractor shall take digital color photographs of the work location after all work is completed, including loaded vehicles showing the trash/junk debris that was removed. These photographs shall be dated, time-stamped and shall be submitted electronically by email to the County. **Failure to submit proper “after” photographs will result in termination of the Agreement.**

Contractor shall provide dated and time stamped digital photographs with all invoices and estimates, both prior and after completion of work. All costs associated with photography shall be the contractor’s responsibility. The County must approve, in advance, any other source of media

1. **Work Orders**

Contractor shall provide an itemized work estimate for any bid that exceeds \$1,000. If the estimate of the work specified in the bid varies more than 2 cubic yards from actual conditions, contractor shall contact the County to reconcile any differences, prior to performing work.

2. **Notice to Abate Nuisance**

A Notice to Abate a Nuisance provided by the County is the primary authority for nuisance abatement. Contractor shall not perform any “Regular Abatement” work until a Notice to Abate Nuisance has been received. In the case of “Emergency Abatement”, the Notice to Abate Nuisance will include a code case number, site address, and services requested, which shall be included on all correspondence and billing by the Contractor. If any discrepancy arises with any other documents during the execution of a work order (ie, property photographs and legal description on notice/map do not match, etc.), it is the responsibility of contractor to contact the County before work begins. Failure to do so will result in the contractor absorbing all costs of the abatement on incorrectly designated property. Any ambiguity or conflict with other documentation shall be clarified prior to performing any work.

3. **Execution of Work**

Regular Abatement:

Contractor will receive written or verbal notification from the County, requesting an estimate to perform specified work at a specified location. The estimate must be provided within 24 hours of the date of notification. Contractor shall not commence any work until a Notice to Abate Nuisance is issued by the County.

Emergency Abatement:

In emergency situations, Contractor may receive verbal notification by the County, followed up by a text

message to proceed with service, as record of the County's authorization to proceed immediately. The County shall issue a Notice to Abate Nuisance as soon as possible to the Contractor for proper invoicing.

Service Requirements:

a. **Mowing**

Mowing is defined as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. All vegetation must be cut to a height of not more than three inches (3"). Trimming must match or be below the adjacent grass or structure.

Failure to rake, blow, and bag all leaves, trash and vegetation clippings will result in nonpayment.

b. **Debris/Trash/Junk Removal**

All visible trash, junk, vehicles, vehicle parts, debris, and litter must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the County and in accordance with the work order.

Tree limbs, tree parts, fallen dead trees, bushes or brush less than 6 feet high, and/or on the ground, and/or in the right of ways, easements or in the site distance triangle, will be considered as trash, junk and debris.

c. **Securing**

All openings shall be secured in accordance with standards as provided by the PCDSA.

Because unsecured structures pose an immediate threat to the public, all securing work orders will be completed within 48 hours of receipt unless the County approves other arrangements.

Work orders that include securing must be completed before a work order that does not include securing.

All wood must be cut with a circular saw, chainsaws shall NOT be used.

Submittal Requirements

Candidates shall submit proposals that thoroughly respond to the items listed below. The most effective 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/contractor/bidder from further consideration.

1. **Statement of Understanding**

A description of the approach to the performance of the work requested that illustrates the proposer/contractor /bidder'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 contractor and sub-contractor(s), 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 individual(s) involved in the project, e.g. a brief description of the qualifications of the 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 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 contractor, staff and sub- contractor(s), if any. Include all classifications of staff that could be provided to the County.

5. A signed 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 contractor 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.

Should you choose to respond, these items must be provided no later than Friday July 24, 2020, by 4:00 p.m.

For questions regarding this RFP, please contact Donald Rust or Dean Miller by e-mail at drust@countyofglenn.net and dmiller@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/welcomeRFP> Process Timeline

Anticipated schedule for selecting a contractor:	
Proposals Due:	<i>Friday, July 24, 2020</i>
County Review of Proposals:	<i>Estimated 2 weeks</i>
Interviews of selected firms:	<i>Wednesday, August 5, 2020 – subject to change</i>
Award of Contract:	<i>Tuesday, August 17, 2020 – subject to change</i>

Evaluation Process

The contractor(s) will be selected based on qualifications and demonstrated competence and the agreement may not be awarded to the lowest responsible proposer. When selecting the contractor, 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 contractor (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. Contractors will be evaluated and selected based upon experience, price and schedule. Contractor(s) 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 commitment recommended contractor (s) is identified, it will be to the most qualified respondent contractor (s) with whom County is able to successfully negotiate the compensation and terms and conditions of any and all agreements.

Once the recommended contractor (s) is selected, staff will make a recommendation to the Glenn County – Board of Supervisors. Final selection of a contractor (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, contractor represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that contractor has conducted such additional investigation as it deems necessary and convenient, that contractor 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 contractor has reviewed and inspected all materials submitted in response to this RFP. Once the contractor has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for contractor to request additional compensation.

Non-Discrimination Requirement

By submitting a proposal, the contractor 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 contractor 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.

Glenn County
On-Call Public Nuisance Abatement Services - RFP

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 contractor 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" Independent Contract – Task Order Form

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2020, 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 *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 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 *dollar amount in words* 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. Contractor shall submit invoices for services rendered during the preceding month. 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 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 Contractor:

*Contractor 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 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.

7. 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.

8. 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.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, 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. Contractor may retain copies for its files and internal use, however, Contractor 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, 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, damages, injuries (including injury to or death of an employee of Contractor 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 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 negligence, recklessness, or willful misconduct

of Contractor, 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; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. 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 sub-contractors. At the very least, Contractor 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. Contractor 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. Contractor 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 Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor 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 Contractor or Contractor'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 Contractor 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. Contractor 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 Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor'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, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor 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 Contractor.

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 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 Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

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

14. 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, sub-contractor 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.

15. Publication of Documents and Data. Contractor 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 Contractor.

16. Employment Practices. Contractor, 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 annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

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. 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.

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, Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor 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 Contractor 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

CONTRACTOR

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