

# REQUEST FOR PROPOSALS

To Provide Services to Develop and Implement a Funding Mechanism for the Operations of the Corning Sub-basin Groundwater Sustainability Agency and Implementation of the Groundwater Sustainability Plan

## Addendum 1

RFP Issue Date: July 18, 2022

Addendum 1 Issued: August 5, 2022

RFP Submission Deadline: **September 2, 2022, 4:00 PM**

### Issued by:

Corning Sub-basin Groundwater Sustainability Agency

### Mailing Address for RFP:

225 N. Tehama St.

Willows, CA 95988

Addendum 1 is being issued to clarify certain sections. Clarifications are included in red text. All other content remains the same.

## 1. Introduction

The Corning Sub-basin Groundwater Sustainability Agency (CSGSA) is seeking a qualified firm(s) to develop and implement a funding mechanism for the operation of the CSGSA and the implementation of the Corning Subbasin Groundwater Sustainability Plan (GSP). The CSGSA is primarily interested in the consultant's experience in relation to setting fees pursuant to Propositions 26 and 218, specifically as they relate to the Sustainable Groundwater Management Act. Services provided may include all tasks necessary to evaluate, develop options, select, and implement a new funding mechanism.

The CSGSA intend to award one or more contracts to a firm(s) that meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm(s) will be required to enter into a contract with Glenn County for services requested in this RFP. A sample contract is included as Attachment A.

Submittals must be received by **September 2, 2022 at 4:00 PM** to be considered for this opportunity.

All Potential Respondents should note that it is their responsibility to:

- Read carefully all of the contents of this entire RFP.
- Ask for clarification in writing before submission due dates.
- Address all requirements and follow all procedures of this RFP.
- Immediately inform the RFP Contact Person of any problems with this RFP solicitation.
- Submit all responses by the required dates and times.

## 2. Background

In September 2014, the California legislature enacted the Sustainable Groundwater Management Act (SGMA) to require sustainable groundwater management statewide. SGMA applies to all high and medium priority groundwater basins as determined by the Department of Water Resources. Implementation of SGMA is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and the preparation and implementation of Groundwater Sustainability Plans (GSPs).

The Corning Subbasin is a high priority basin required to be managed under SGMA and is shared between Glenn and Tehama Counties. Two GSAs coordinated on developing a single GSP, which was submitted to the Department of Water Resources in January 2022. The first required Annual Report was submitted in April 2022.

The Corning Sub-basin GSA governs the Glenn County portion of the subbasin through a Memorandum of Agreement with three participating members.

To date, the CSGSA has been funded through in-kind services provided by the three member agencies. Facilitation Support Services were provided through a Department of Water Resources program at no cost to the CSGSA. A Proposition 1 Sustainable Groundwater Planning Grant funded the development of the Groundwater Sustainability Plan, a significant portion of the first Annual Report, and grant administration to reimburse a small amount of member agency staff time. The portion of the Annual Report unfunded

by the grant will be split between the GSAs, and the CSGSA members have agreed to contribute funds for this purpose.

Currently, the CSGSA has requested contributions from each of the three member agencies to fund the CSGSA activities while a funding mechanism is being developed.

### 3. Project Description and Scope of Services

The scope of this RFP is to build on previous efforts and conduct all tasks necessary to evaluate, develop options, select, and implement a new funding mechanism to support the operations of the CSGSA and implement the Corning Subbasin GSP. Respondents are expected to be familiar with laws and regulations pertaining to the Sustainable Groundwater Management Act, Proposition 26, and Proposition 218.

Services provided may include, but are not limited to:

- Review of the Corning Subbasin GSP and initial budget and implementation plan
- Review of meeting summaries related to discussions on proposed fee mechanisms
- Evaluation of potential fee alternatives
- Recommendations on selecting an appropriate mechanism and process to implement a fee
- Development of a fee study or Engineers Report as appropriate
- Development of outreach materials
- Presentations to the GSA, advisory committees, or public
- Updating parcel information
- Complying with any ballot, hearing, protest, vote, or other requirement
- Preparing necessary files to place the fee on the County's tax roll.
- Related tasks

Services may be conducted in two phases, the first addressing immediate-term funding (start-up costs) and the second addressing longer-term CSGSA administration and GSP implementation.

### 4. Format for Proposals

Responses to the RFP must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these instructions, or inclusions of conditions, limitations, or misrepresentations in a response **may be cause for rejection of the submittal.** Proposals must be submitted on 8-1/2" X 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 11 point. Submissions must be received no later than **September 2, 2022, 4:00 PM.**

#### **Mandatory Content and Sequence of Submittal:**

**Note: There is no total page limitation; however certain sections contain page limitations which are noted for each section.**

- a) Cover Letter shall be a maximum two (2) page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of

subcontractors/subconsultants, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt. (2 page max)

- b) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein. (No page number max)
- c) Firm Capabilities and Experience Summary shall be a maximum of seven (7) pages in length (sections c.i-iv) and shall describe the respondent's experience in development of fees and a description of the Respondent's resources for successfully developing and completing this project.

- i. **Background and Experience.** In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the project manager and key team members. Please provide a narrative history of the firm and its experience in providing support to develop and implement fee structures including for SGMA implementation.

Experience and focus in the public sector are of vital importance. Describe related past projects (please limit to 3 projects) completed along with a discussion comparing similarities with this proposed project.

This section shall also contain a list of references for each sample project wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, direct project manager name, telephone number, and email address.
  - Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- ii. **Key Personnel.** Provide resumes describing the background and statement of qualifications for key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project. Resumes are not included in the seven (7) page maximum for this section and may be included as an Attachment if desired.
- iii. **Statement of Qualifications for any subcontractors.** If subcontractors/subconsultants are to be used, the prospective contractor must include in the proposal a description of the work to be done by each subcontractor/subconsultant. All subcontracts must be approved by the GSAs and no work shall be subcontracted without prior written approval. It is expected that the discussion of subcontractors/subconsultants will also include experience and references to similar types of work. For each subcontractor/subconsultant, an additional one (1) page will be added to the maximum pages allowed. For example, two subconsultants would increase the maximum page number for this section to nine (9) pages.

- iv. Scheduling. Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

(Section c.i-iv, 7 page max plus resumes in an attachment if desired and one page per subconsultant SOQ)

- d) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on a firm price that identifies a breakout of the pricing for each Task, Subtask, and Deliverable of the proposed project. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract unless agreed to otherwise.

An hourly rate should be provided showing the anticipated total number of hours per task/subtask and should be included along with a not-to-exceed price for the project. A fee schedule listing each member, along with their classification and their normal billing rates should be included with hourly rate quotes. (No page number max)

- e) Draft Scope of Work and Schedule in which the proposing respondents are requested to describe the work they will perform and their approach to completing this project. Should there be any tasks that are expected to be performed by the GSAs, these should also be clearly described as GSA tasks in the Draft Scope of Work. The proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work. The proposal shall also include a schedule for all tasks/subtasks. (No page number max)
- f) Conflicts in which the respondent should identify if it anticipates there would be a need to obtain conflict waivers from existing clients and how the respondent anticipates addressing any potential conflicts with respect to any member agencies. (No page number max)

## 5. Submittal Instructions

Proposals shall be submitted in the following manner:

- Submission shall contain one (1) signed, unbound original and three (3) hard copies on 8-1/2" X 11" paper (fold outs are acceptable for charts, etc.).
- One (1) electronic copy shall be provided in CD or thumb drive format. **An electronic copy sent via email will be accepted. The GSA contact will reply stating the electronic copy was received. If the respondent does not receive the reply email, it is the responsibility of the respondent to initiate communication with the GSA contact to ensure a complete submittal is received.**
- Submittals shall be delivered in a sealed box or envelope clearly marked with the Respondent's name and the description "CSGSA Funding RFP"
- Submittals shall be delivered to:
  - Glenn County PCDSA  
ATTN: Lisa Hunter  
225 N. Tehama St.  
Willows, CA 95988  
[LHunter@countyofglenn.net](mailto: LHunter@countyofglenn.net)
- **Late or incomplete submittals will not be considered.**

## 6. Selection Process

A selection committee, including representatives from the CSGSA, will review the proposals based on the criteria presented below:

a) Capabilities, Experience, and References

This section considers the Respondent's resources for successfully developing and completing this project. Resumes, and an explanation of any experience or familiarity with the Corning Subbasin and its stakeholders, projects, and funding mechanisms should be provided by all staff who will be working on the project, and/or reviewing project deliverables. This section also includes evaluation of the Respondent's reputation for being reliable in performing tasks to the satisfaction of its clients and delivering on schedule and within budget.

b) Work Plan (Scope of Services)

Description of how the respondent proposes to complete the project including deliverables necessary to develop and implement a funding mechanism for the CSGSA. This includes having a complete understanding of laws and regulations pertaining to SGMA, Proposition 26, Proposition 218, and any other relevant requirements.

c) Cost

The overall project cost in tabular form by phase/task/subtask.

d) Schedule

The overall schedule to complete the proposed work by phase/task/subtask.

Criteria	Points
Capabilities, Experience, and References	40
Work Plan (Scope of Services)	30
Cost	15
Schedule	15
<b>Total:</b>	<b>100</b>

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalist(s), proposal fact finding, and negotiation of contract terms and conditions at no cost to the CSGSA.

The CSGSA may discuss proposals and negotiate modifications to the proposal, draft scope of work, terms and conditions, and pricing with the prospective firm as part of the selection process. The CSGSA reserves the right to select more than one (1) contractor no contractors.

## 7. Timing and Schedule

The following timing and schedule are estimated and subject to change.

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	July 18, 2022
Final Date to Submit Questions and Request Clarification	August 1, 2022 4:00 PM
Questions Answered via Addendum(s)	August 5, 2022
RFP Submittals Due	September 2, 2022, 4:00 PM
Presentation/Demonstration (if desired)	September 12-16, 2022
Evaluation Complete/Recommendations to GSA Boards	September/October 2022
Award of Contract	October 2022

## 8. General Information

Any and all communication regarding this solicitation shall be in writing and directed to:

Corning Sub-basin GSA  
Lisa Hunter  
225 N. Tehama St.  
Willows, CA 95988  
[LHunter@countyofglenn.net](mailto:LHunter@countyofglenn.net)

This person will serve as the GSA contact for this solicitation and will develop any necessary addendums to the solicitation to provide clarifications if necessary. **DO NOT** contact other GSA staff, Board members, or Selection Committee members regarding this project or selection procedures. Failure to adhere to these instructions may result in disqualification.

Questions and requests for clarification may only be submitted by e-mail or U.S. Mail to the contact listed above. Verbal, fax, and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **August 1, 2022**. The GSA reserve the right to decline a response to any question on a case-by-case basis. The GSA will provide answers and clarifications by posting an addendum(s) on their website by **August 5, 2022** so all potential Respondents receive consistent information. It is the responsibility of all interested firms to access the website for this information. **Questions received after August 1, 2022 will not be answered.**

## 9. Disclosure of Information

All information and materials submitted to the CSGSA in response to this RFP may be reproduced by the CSGSA for the purpose of providing copies to authorized GSA staff and selection committee members involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the CSGSA's disclosure of the proposal. The CSGSA shall not be liable for disclosure of any information or records related to this procurement.

# Attachment A.

Sample Contract

## 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 foregoing, 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