

COUNTY OF GLENN

REQUEST FOR QUALIFICATIONS

for

**GROUND WATER, SURFACE WATER AND GAS MONITORING AT THE
GLENN COUNTY LANDFILL**



**Glenn County Planning & Public Works Agency
PO Box 1070
777 N. Colusa Street
Willows, CA 95988**

Response Due by:

**August 23, 2013
no later than 4:30 P.M.**

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1. INTRODUCTION

The County of Glenn (COUNTY) is seeking qualified firms (CONTRACTOR) to provide monitoring and reporting services at the Glenn County Landfill (GCLF) in order to comply with the requirements as described in the Scope of Work Section A.

2. BACKGROUND

GCLF is located at the end of County Road 33, approximately five miles west of the community of Artois in Glenn County, California. The permitted Landfill property consists of 192.62 acres located within assessor's parcel numbers (APN) 024-220-016 and 024-220-005 and in Section 35, of T21N, R4W, Mount Diablo Base and Meridian. The COUNTY has obtained an additional 163.77 acres of adjacent property. The additional acreage expanded the boundaries to include portions of Section 35 APN 24-220-016-009 and portions of Section 26 APN 24-220-005-009. The location of the GCLF is shown in Attachment A.

Landfill operations at the site began in 1972 as a cut and cover facility. Initially, trenches were excavated, filled with waste and covered. Starting in the early 1990's, the landfill converted to an area fill method, filling over the tops of the trenches and the soil partitions that separated them. GCLF currently has groundwater monitoring wells, gas monitoring wells, soil lysimeter, and collects storm water runoff and leachate. These samples (if present) are used to check compliance with the requirements listed in the Scope of Work Section A.

3. SCOPE OF WORK

A. CONTRACTOR shall provide GCLF ground water, surface water, gas and leachate testing and monitoring services and any other services that are needed in order to comply with the requirements listed below:

- 1.** Central Valley Regional Water Quality Control Board (CVRWQCB) Waste Discharge Requirements (WDR's) and Monitoring and Reporting Program (MRP) Order No. R5-2006-0119.

Obtained at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/glenn/r5-2006-0119.pdf

- 2.** National Pollutant Discharge Elimination System (NPDES) Permit No. 5R11I001568

Obtained at:

http://calsport.org/news/wp-content/uploads/2010/12/GCL-NOV_101203.pdf

3. Title 27 of the California Code of Regulations (CCR)

Obtained at:

<http://www.calrecycle.ca.gov/laws/Regulations/Title27/default.htm>

4. Glenn County Storm Water Pollution Prevention Plan (GCSWPPP)

Obtained at:

http://gcppwa.net/documents/solid_waste/glenn_swppp.pdf

5. Glenn County Landfill Solid Waste Facilities Permit 11-AA-0001

Obtained at:

<http://www.calrecycle.ca.gov/SWFacilities/Directory/11-AA-0001/Detail/>

B. CONTRACTOR shall provide the following services, which include, but are not limited to:

- 1. Collection of field samples**
- 2. Fieldwork and testing**
- 3. Laboratory analysis of field samples**
- 4. Quality Assurance / Quality Control Program**
- 5. Select and supervise subcontractors as required, subject to approval by COUNTY**
- 6. Preparation of reports to meet compliance for the requirements listed in the Scope of Work Section A.**
- 7. Submittal of reports to COUNTY and CVRWQCB so COUNTY is in compliance with requirements listed in the Scope of Work Section A.**
- 8. Analysis and preparation of required technical reports, work plans, or other projects so COUNTY is in compliance with the requirements listed in the Scope of Work Section A.**
- 9. Abandonment, replacement and/or installation of new monitoring wells if deemed necessary so COUNTY is in compliance with the requirements listed in the Scope of Work Section A. This work will be done on an as needed basis.**

4. CONTRACT TERM

Services will begin upon the successful execution of the contract and will be valid for a three year term. Any extensions to the three year period must be mutually agreed upon by COUNTY and CONTRACTOR and extended on an annual basis. Engineer services must also be approved by the Board of Supervisors or their designee.

5. SUBCONTRACTS

CONTRACTOR has the ability to procure subcontractors for specialized services with written permission from COUNTY. CONTRACTOR shall procure subcontractors in accordance with all local, State, and Federal legislation.

6. SUBMITTAL REQUIREMENTS

CONTRACTOR shall submit a response to COUNTY Request for Qualifications as a prime consultant. Sub-Consultant work should be shown within the same context of the prime consultant project team. The proposal shall include:

A. General

Fee Proposals MUST be submitted in separate individually sealed packages for the proposed work.

Additional information that CONTRACTOR deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a Statement of Qualifications, and unless otherwise stated, it is understood that CONTRACTOR has reviewed all relevant information, and, that based on that review, CONTRACTOR has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in this document.

Qualified firms desiring to provide these services should submit four (4) paper copies and one (1) electronic copy labeled- "Request for Qualifications – GROUNDWATER, SURFACE WATER AND GAS MONITORING AT GLENN COUNTY LANDFILL" to COUNTY at 777 N. Colusa St. Willows, CA 95988 by **4:30 p.m. on Friday, August 23, 2013. Postmarks will not be accepted.**

B. Contents of Proposal

1. Executive Summary

In two pages or less, provide a brief overview of the firm or individual that will assume all contract responsibilities and identify all proposed

subcontractors.

2. Project Team

Provide an organizational chart that identifies the individuals and subcontractors, if applicable.

3. Schedule of Work

Monitoring and Reporting dates that will be met to comply with the requirements listed in the Scope of Work Section A.

4. Technical Abilities

Describe the CONTRACTOR'S technological capabilities (e.g. – AutoCAD, Microsoft Office, GIS, etc.).

5. Individual Qualifications and Experience

Provide resumes for staff that are to be assigned COUNTY projects. CONTRACTOR, shall at a minimum, assign a licensed Professional Engineer on the project team.

Provide copies of licenses showing individuals qualified as Professional Engineers and two or three examples of recent projects completed (or ongoing) by the proposed team. Emphasis should be given to those projects that involved the identified team leader. For each relevant project: indicate the firm's role and the staff members who were responsible for the cited project work; provide a brief description of the contract scope of work; state the contract amount and completion date; identify any relevant information and results in relation to schedule and budget; and include the name, title and phone number of a client reference.

6. Statement of Understanding and Scope of Work

Proposals should provide a statement of CONTRACTOR'S understanding of COUNTY'S needs by highlighting the central issues and outlining your approach toward addressing those issues. Any recommendations regarding improvements to more effectively meet County's stated objectives should be emphasized in CONTRACTOR'S proposal and would be a clear means of demonstrating CONTRACTOR'S understanding of the project requirements.

7. Format

COUNTY prefers that all hard copies be printed double-sided on recycled paper. Electronic copies may be presented in either Microsoft Word or Adobe Acrobat format.

8. Required Forms

- Proof of license/certificate
- IRS W-9 Form
- Certificate of Insurance
- Glenn County Vendor Application (Attachment B)

9. Fee Proposal

CONTRACTOR must provide a separate individually sealed fee proposal which presents its fee structure. The fee proposal should reflect compensation conditions that would change the standard rate, such as prevailing wage and non-prevailing wage projects. CONTRACTOR should also identify markup for pass through expenses (e.g. – subcontractor), per diem, travel and any other relevant data. Sufficient information should be provided in order to serve as a basis for negotiating a contract and any Supplemental Agreements that may be warranted for services that are provided outside the scope of work.

The fee schedule may be reviewed and adjustments may be made if COUNTY and CONTRACTOR agree on fee modifications. Any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal. The fee proposal should be submitted in a separately sealed envelope and clearly marked as follows:

FEE PROPOSAL
GROUND WATER, SURFACE WATER AND GAS MONITORING AT THE
GLENN COUNTY LANDFILL

7. Contract Requirements

A. Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of the 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 described herein by CONTRACTOR, its agents, representatives, employees, and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below:

1. 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 each project/location, or the general aggregate limit shall be twice the required per occurrence limit. CONTRACTOR or its insurance carrier shall notify COUNTY if incurred losses covered by the policy exceed 50% of the aggregate limit.

2. 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 CONTRACTOR to fulfill the requirements of the contract, and coverage shall be provided for “any auto” code 1 as listed on the Acord form “Certificate of Insurance”.

3. Workers’ Compensation and Employer’s Liability

If CONTRACTOR has employees, it shall maintain continuously Workers’ Compensation insurance to cover CONTRACTOR and its employees and partners. Such insurance shall include coverage up to policy limits and Employer’s Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.

4. Professional Liability

Coverage for professional services, including errors and omissions, 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. All 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 upon execution of any agreement. Insurance certificates provided 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.

B. Indemnification

The successful CONTRACTOR will be required to indemnify, defend and hold harmless COUNTY and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with CONTRACTOR'S performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall also indemnify COUNTY of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the COUNTY with respect to CONTRACTOR'S independent Contractor status that would establish a liability for failure to make social security or income tax withholding.

C. Conflict of Interest

CONTRACTOR must disclose with their proposal the name of any officer, director, or agent who also is a Glenn County employee or Board Member. CONTRACTOR must disclose the name of any Glenn County employee or Board Member who owns, directly or indirectly, an interest in 5 percent or more in the CONTRACTOR'S company or any of its branches. CONTRACTOR shall certify that their response is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any Glenn County official.

D. Affirmative Action

COUNTY encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposals, to participate as partners, or to participate in other activity in response to this Request for Qualifications.

The CONTRACTOR awarded the contract shall agree to use its best efforts to employ low and very-low income persons, minority business enterprises and women business enterprises. COUNTY is an equal opportunity employer and provides services which comply with the policies and regulations concerning equal employment opportunity.

E. Anti Lobbying

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

8. SELECTION

The selection of Private Architects, Engineering, Land Surveying, and Construction Project Firms shall be in accordance with Chapter 10 Division 5 Title 1 of the California Government Code (§4525 to 4529.5).

The consultant's Statement of Qualifications will be scored using the Evaluation Sheet that can be located in this Request for Qualifications as Attachment C. COUNTY will review the Statement of Qualifications received and may choose to interview one or more CONTRACTORS prior to negotiating a contract for the requested services.

9. AGREEMENT

The successful CONTRACTOR will enter into an agreement with COUNTY. The Agreement will incorporate an approved action plan and schedule.

This solicitation in no way obligates COUNTY to award a contract for the services described herein, nor will COUNTY assume any liability for the costs incurred in the

preparation and transmittal of proposals in response to this solicitation. COUNTY reserves the right to not accept any proposal, to reject any or all proposals, to reject any part of any proposal, to negotiate and modify any proposal, and to waive any defects or irregularities in any proposal at COUNTY'S sole discretion. Furthermore, COUNTY shall have the sole discretion to award a contract as it may deem appropriate to best serve the interests of COUNTY. In this regard, COUNTY may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees.

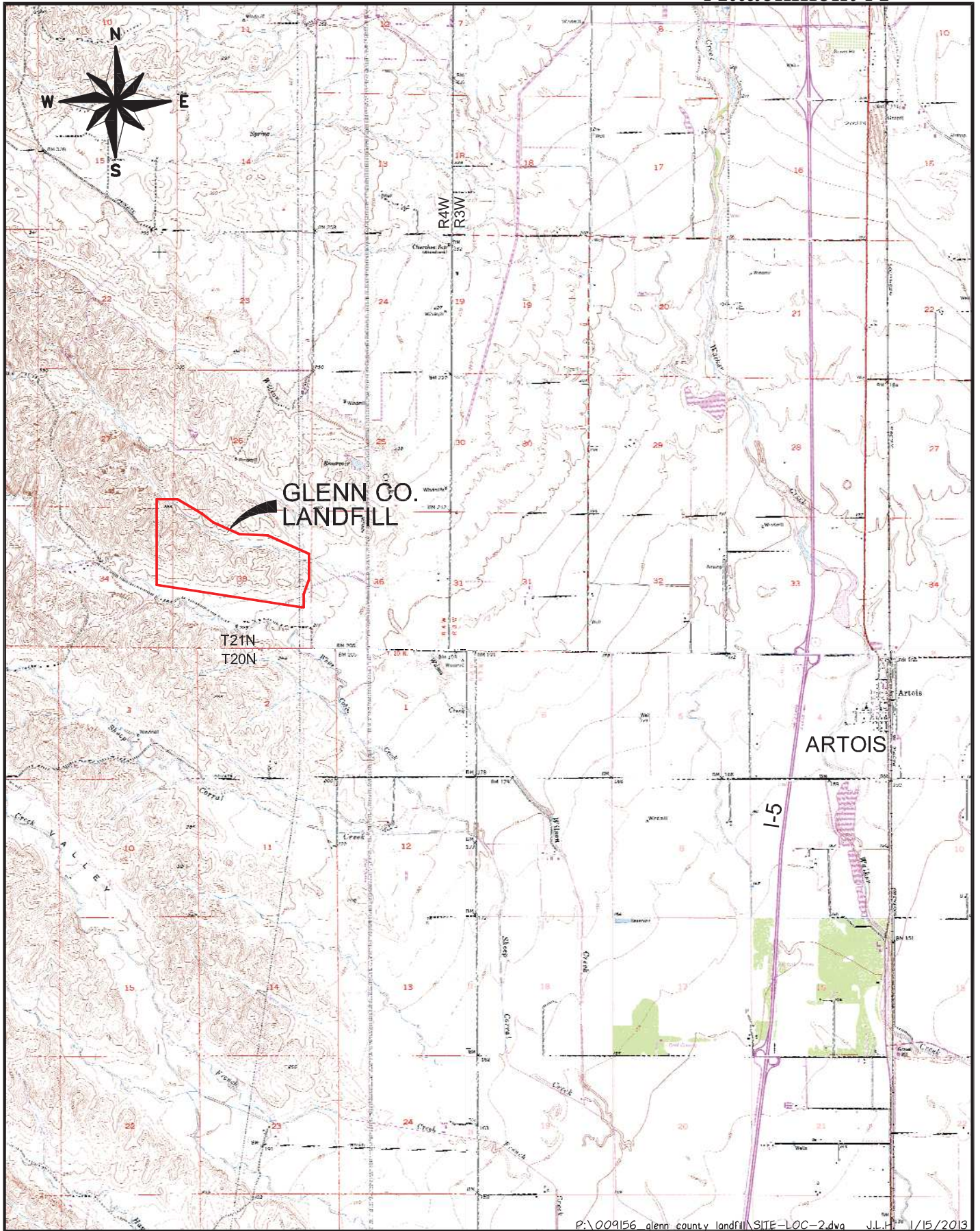
10. INQUIRES

Up to one week prior to the submission deadline, CONTRACTOR may submit specific questions about the Request for Qualifications in writing or e-mail to:

Joe Bettencourt, Office Tech II
Glenn County Planning & Public Works
PO Box 1070
777 N. Colusa Street
Willows, CA 95988

530.934.6530 Phone
530.934.6533 Fax

Jbettencourt@countyofglenn.net



GLENN COUNTY PLANNING AND PUBLIC WORKS AGENCY P.O. BOX 1070, WILLOWS, CA 95988 Vendor Application					
BUSINESS CONTACT INFORMATION					
Company name:				DUNS #:	
Phone:		Fax:		E-mail:	
Mailing Address:					
City:		State:		ZIP Code:	
Primary Type of Business:					
Length of time in present business:					
Do you provide: (Choose one and check appropriate commodities - see over)					
<input type="checkbox"/> Equipment	<input type="checkbox"/> Services	<input type="checkbox"/> Supplies	<input type="checkbox"/> Service and Supplies		
SERVICES					
Briefly describe the services you provide:					
SUPPLIES					
Briefly describe the supplies you provide:					
PLEASE RETURN APPLICATION TO THE ABOVE ADDRESS AND PROVIDE A IRS W9 FORM WITH YOUR APPLICATION http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3					

COMMODITIES/SERVICES

(please check all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> 0100 Aerial Photography | <input type="checkbox"/> 0410 Dictation Equip | <input type="checkbox"/> 1365 Printing |
| <input type="checkbox"/> 0110 Ag & Forestry Equip/Su | <input type="checkbox"/> 0415 Disaster Equip/Services | <input type="checkbox"/> 1370 Printing Equipment |
| <input type="checkbox"/> 0115 Air Pollution Equipment | <input type="checkbox"/> 0430 Drafting Equip/Supp | <input type="checkbox"/> 1379 Publications |
| <input type="checkbox"/> 0145 Apparel | <input type="checkbox"/> 0500 Electrical Supplies | <input type="checkbox"/> 1390 Pumps |
| <input type="checkbox"/> 0150 Appliances | <input type="checkbox"/> 0510 Engineering, Geo | <input type="checkbox"/> 1400 Radios |
| <input type="checkbox"/> 0152 Architects | <input type="checkbox"/> 0511 Engineering, Mech | <input type="checkbox"/> 1430 Recreation/Park Equip |
| <input type="checkbox"/> 0155 Arts & Crafts | <input type="checkbox"/> 0512 Engineering, Strct | <input type="checkbox"/> 1440 Recycling Vend/Consult |
| <input type="checkbox"/> 0160 Asphalt Emulsion | <input type="checkbox"/> 0520 Emblems/Labels | <input type="checkbox"/> 1450 Refrigeration Equip |
| <input type="checkbox"/> 0165 Auction Services | <input type="checkbox"/> 0530 Envelopes | <input type="checkbox"/> 1460 Road & Hwy Maint |
| <input type="checkbox"/> 0170 Audio Visual | <input type="checkbox"/> 0600 Filing Systems | <input type="checkbox"/> 1470 Roofing/Roof Materials |
| <input type="checkbox"/> 0175 Auto & Truck Dealers | <input type="checkbox"/> 0620 Filters | <input type="checkbox"/> 1500 Safety Equip/Supplies |
| <input type="checkbox"/> 0180 Auto Parts | <input type="checkbox"/> 0640 Fire Extinguishers | <input type="checkbox"/> 1505 Sand Bags |
| <input type="checkbox"/> 0181 Auto Repair | <input type="checkbox"/> 0650 Flags/Banners | <input type="checkbox"/> 1510 Security Systems |
| <input type="checkbox"/> 0185 Aviation/Airplanes | <input type="checkbox"/> 0670 Forms | <input type="checkbox"/> 1515 Signs |
| <input type="checkbox"/> 0190 Award Pins/Badges | <input type="checkbox"/> 0700 Glass | <input type="checkbox"/> 1530 Signs, Name plates |
| <input type="checkbox"/> 0200 Bags/Liners | <input type="checkbox"/> 0800 Hardware & Tools | <input type="checkbox"/> 1540 Steel |
| <input type="checkbox"/> 0210 Batteries | <input type="checkbox"/> 0810 Haz Waste Disp | <input type="checkbox"/> 1550 Steel Posts |
| <input type="checkbox"/> 0215 Binders | <input type="checkbox"/> 0815 Health Equip/Supp | <input type="checkbox"/> 1560 Storage Systems |
| <input type="checkbox"/> 0225 Builders Exchanges | <input type="checkbox"/> 0820 Heavy Equip/Supp | <input type="checkbox"/> 1570 Storage Tanks |
| <input type="checkbox"/> 0300 Calendars | <input type="checkbox"/> 0900 Janitorial Services | <input type="checkbox"/> 1580 Surveying Equipment |
| <input type="checkbox"/> 0302 Carpeting | <input type="checkbox"/> 0910 Janitorial Supplies | <input type="checkbox"/> 1600 Telephones |
| <input type="checkbox"/> 0303 Castings/Plaques | <input type="checkbox"/> 1000 Kitchen Equipment | <input type="checkbox"/> 1610 Time Clocks |
| <input type="checkbox"/> 0304 Chainsaws | <input type="checkbox"/> 1004 Laboratory Services | <input type="checkbox"/> 1615 Tires |
| <input type="checkbox"/> 0305 Chemicals - PH | <input type="checkbox"/> 1005 Laboratory Supply | <input type="checkbox"/> 1630 Traffic Signals |
| <input type="checkbox"/> 0306 Chemicals - Ag | <input type="checkbox"/> 1010 Lamps & Lighting | <input type="checkbox"/> 1640 Trailers |
| <input type="checkbox"/> 0309 Communications | <input type="checkbox"/> 1015 Landscaping Services | <input type="checkbox"/> 1660 Tree Service |
| <input type="checkbox"/> 0310 Communications/Data | <input type="checkbox"/> 1016 Landscaping Supp | <input type="checkbox"/> 1670 Truck Parts & Equip |
| <input type="checkbox"/> 0315 Compressed Gases | <input type="checkbox"/> 1060 Locks & Safes | <input type="checkbox"/> 1680 Trucking Services |
| <input type="checkbox"/> 0320 Compressors | <input type="checkbox"/> 1080 Lumber Products | <input type="checkbox"/> 1690 Typewriters |
| <input type="checkbox"/> 0325 Computer Furn/Access | <input type="checkbox"/> 1090 Mailroom Equip/Supp | <input type="checkbox"/> 1700 Uniforms |
| <input type="checkbox"/> 0330 Computer Repair | <input type="checkbox"/> 1100 Maint Equip/Supp | <input type="checkbox"/> 1800 Vacuum Cleaners |
| <input type="checkbox"/> 0335 Computer Repair | <input type="checkbox"/> 1110 Map Reproduction | <input type="checkbox"/> Other: |
| <input type="checkbox"/> 0345 Computers/Supplies | <input type="checkbox"/> 1150 Micrographics Service | |
| <input type="checkbox"/> 0350 Concrete Equipment | <input type="checkbox"/> 1180 Miscellaneous | |
| <input type="checkbox"/> 0355 Const Equip/Supplies | <input type="checkbox"/> 1200 Office Furniture | |
| <input type="checkbox"/> 0365 Construction Materials | <input type="checkbox"/> 1210 Office Machines | |
| <input type="checkbox"/> 0370 Contractors, Misc | <input type="checkbox"/> 1220 Office Supplies | |
| <input type="checkbox"/> 0371 Contractors, Bridge | <input type="checkbox"/> 1230 Organic Products | |
| <input type="checkbox"/> 0372 Contractors, Electric | <input type="checkbox"/> 1300 Painting Services | |
| <input type="checkbox"/> 0373 Contractors, HVAC | <input type="checkbox"/> 1301 Painting Supplies | |
| <input type="checkbox"/> 0374 Contractors, Paving | <input type="checkbox"/> 1310 Paper | |
| <input type="checkbox"/> 0375 Consultants, Misc | <input type="checkbox"/> 1330 Petroleum Products | |
| <input type="checkbox"/> 0376 Contractors, Plumbing | <input type="checkbox"/> 1331 Petroleum Maintenance | |
| <input type="checkbox"/> 0377 Contractors, Roofing | <input type="checkbox"/> 1333 Photo Services/Supp | |
| <input type="checkbox"/> 0380 Copiers | <input type="checkbox"/> 1335 Plastics | |
| <input type="checkbox"/> 0383 Correctional Supplies | <input type="checkbox"/> 1340 Plumbing Supplies | |
| <input type="checkbox"/> 0385 Corrugated Pipe | <input type="checkbox"/> 1350 Portable Buildings | |

EVALUATION SHEET		
Criteria	Maximum Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

Required Document Checklist

- Proposal**
- Separately Sealed Fee Proposal**
- License/Certification**
- Proof of Insurance**
- IRS W-9 Form**
- Vendor Application**
- Remember:** CONTRACTOR needs to provide four (4) paper copies and one (1) electronic copy.

COUNTY OF GLENN

***(STANDARD CONTRACT FORM TEMPLATE
TO TITLE 9 OF THE ADMINISTRATIVE MANUAL
RELATING TO CONTRACTS)***

**AGREEMENT BETWEEN THE COUNTY OF GLENN AND
(1) _____**

This agreement is entered into between the County of Glenn ("County") and (2) _____ ("Contractor") for the purpose of (3) _____.

1. RESPONSIBILITIES OF CONTRACTOR.

During the term of this agreement, Contractor shall (4) _____.

2. RESPONSIBILITIES OF THE COUNTY.

County shall (5) _____.

3. COMPENSATION.

Contractor shall be paid the sum of (6) _____ after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT.

Contractor shall submit to (7) _____ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) _____.

5. TERM OF AGREEMENT.

This agreement shall commence on the date of signing and shall terminate (9) _____.

6. TERMINATION OF AGREEMENT.

If Contractor fails to perform (10) [his/her/its] duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner (11) [his/her/its] obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving

written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased. (12) _____.

7. ENTIRE AGREEMENT; MODIFICATION.

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. EMPLOYMENT STATUS.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. 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 a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract 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 the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. 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, as respects 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.

Exception: Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

11. INSURANCE.

A. 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.

B. 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 contract, and coverage shall be provided for “any auto”, code 1 as listed on the Acord form “Certificate of Insurance.”

C. 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.

D. Professional Liability insurance (only applies when contracting for professional services). 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.

(13) _____.

12. INDEMNIFICATION CLAUSES

A. Strongest indemnity language (can not be used in construction contracts): Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with contractor’s performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County.

B. For construction contracts the following may be used: Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against all claims, damages, losses and expenses (including litigation costs and attorney fees) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Special Note: When contract is between the County and another governmental agency and the County is PROVIDING A SERVICE to another governmental agency, TAKE OUT THE ABOVE LANGUAGE and insert the MUTUAL INDEMNIFICATION CLAUSE below:

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

C. Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

13. INDEPENDENT CONTRACTOR CLAUSE.

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for

services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

14. NON-DISCRIMINATION

Contractor 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.

15. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: (14) _____

If to Contractor: (15) _____

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

(16) _____.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

DATED: _____

DATED: _____

CONTRACTOR

COUNTY OF GLENN

(18)

(17) _____, Department Head

(19) Tax Identification Number

Approved as to Content and Fund Availability

(20) **APPROVED AS TO FORM:**

, County Counsel
Glenn County, California