

# GLENN COUNTY PLANNING & PUBLIC WORKS AGENCY



John F. Linhart, Director Willows, California 95988

# COUNTY OF GLENN Request for Qualifications May 8, 2013

NOTICE IS HEREBY GIVEN that the County of Glenn is issuing a Request for Qualifications for the following services: County Engineer/Road Commissioner, County Resident Project Engineer, County Surveyor, and County Building Official. Individuals or firms may submit qualifications, for any or all of the above mentioned services, in which they are qualified. Qualifications and all required forms can be submitted to the Glenn County Planning & Public Works Agency (PPWA) office located at 777 N. Colusa Street Willows, CA 95988 until 4:30pm Friday, June 7<sup>th</sup>, 2013 postmarks and facsimiles are not acceptable. Forms may be obtained in person at the PPWA office, by calling (530) 934-6530, faxing (530) 934-6533, or by mail. Mailed requests should be addressed to: Request for Qualifications: Engineering, Surveying, and Building Official Services, PO Box 1070, Willows, CA 95988 or downloaded from the County website at: http://gcppwa.net/announcements.aspx

### **COUNTY OF GLENN**

#### REQUEST FOR QUALIFICATIONS

for

COUNTY ENGINEER/ROAD COMMISIONER, COUNTY RESIDENT PROJECT ENGINEER, COUNTY SURVEYOR AND COUNTY BUILDING OFFICIAL



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

**Response Due by:** 

June 7, 2013 no later than 4:30 P.M.

## **Applicable Area of Service Form**

RACTOR MUST check the box(es) for which CONTRACTOR'S all is intended:
County Engineer/Road Commissioner
County Resident Project Engineer
County Surveyor
County Building Official

## **Table of Contents**

Introduction	1
Background	1
Scope of Work	1
Contract Term	3
Subcontracts	3
Submittal Requirements	4
Contract Requirements	7
Selection	9
Agreement	9
Project Inquires	10

#### 1. INTRODUCTION

The County of Glenn (COUNTY) is seeking qualified individuals or firms (CONTRACTOR) to perform the professional functions of Engineer/Road Commissioner, Resident Project Engineer, Surveyor and Building Official. CONTRACTOR may provide a bid for any or all services in which CONTRACTOR is qualified. Each area of service will be evaluated on a stand alone basis in order to provide the most accurate review of CONTRACTOR'S experience and capacity, as it relates to each individual service.

#### 2. BACKGROUND

The Planning & Public Works Agency is responsible for fostering and monitoring the physical development of COUNTY as well as constructing, operating and maintaining the public infrastructure to support that development. Operations within the Planning & Public Works Agency include: Airports, Boat Launch, Building Inspections, Capital Projects, County Parks, Surveying, Engineering, Facilities Maintenance, Fleet Services, Flood Control, LAFCo, Memorial Halls, Planning, Public Transit, Roads, Bridges, and Solid Waste.

Prior to 2008 COUNTY employed in-house staff in the positions described herein as well as utilized contract Resident Project Engineer services as needed.

Since 2008 COUNTY has contracted for Engineering/Road Commissioner and Surveying services. COUNTY has chosen to seek proposals from CONTRACTORS with the intent to award contracts by July 1, 2013.

For more information on the Glenn County Planning & Public Works Agency CONTRACTOR can visit: http://www.gcppwa.net/

#### 3. SCOPE OF WORK

#### A. CONTRACTOR Shall:

- 1. Provide specific professional services as may be requested by COUNTY; such services will be defined, scheduled and authorized using Work/Task Orders. CONTRACTOR will be used on an **AS NEEDED BASIS**.
- 2. Work with County Support Staff on the majority of all projects and keep County staff apprised of project status and significant issues that may arise, both verbally and in written form.
- 3. Work on projects with a variety of funding sources, along with allocations and

- their associated conditions from multiple State and Federal agencies, including but not limited to, FEMA, FAA, FHWA, HCD, Caltrans, and others.
- **4.** At the direction of the COUNTY, CONTRACTOR shall be responsible for the areas of compliance and reporting in the functions of the Glenn County Planning and Public Works Agency (PPWA).
- **5.** Compose any and all correspondence required as part of any assigned project, from planning and development through construction and closeout.
- **6.** Work cooperatively with other contractors to deliver projects on schedule and within budget.
- 7. Monitor project schedules and budgets to ensure projects stay within established guidelines.
- **8.** Assist in the creation of ordinances and resolutions.
- **9.** Function as project manager on the selection and oversight of specialized services and/or COUNTY projects.
- **10.** Create reports in accordance with COUNTY requirements for actions to be taken by the Board of Supervisors, including, but not limited to, approval of plans and specifications, authorization to advertise for bids, award of construction contracts, and notices of completion.
- **11.** Present information to the Board of Supervisors and /or other groups, as necessary.
- **12.** Aid in the legal defense of COUNTY in matters related to COUNTY'S provision of services.
- **B.** CONTRACTOR(S) shall at a minimum hold the required licenses and/or certifications related to the proposed area(s) of service as listed below and assist COUNTY with various projects and duties including, but not limited to:

#### 1. County Engineer/Road Commissioner:

Shall perform all duties and hold the required licenses/certifications, as they apply to County Engineer/Road Commissioner, in accordance with the Professional Engineers Act (Business and Professions Code 6700-6799), and all other local, State, and Federally mandated regulations and codes.

#### 2. County Resident Project Engineer:

Shall perform all duties and hold the required licenses/certifications, as they apply to the Resident Project Engineer position, in accordance with the Professional Engineers Act (Business and Professions Code 6700-6799 and all other local, State, and Federally mandated regulations and codes.

#### 3. County Surveyor:

Shall perform all duties and hold the required licenses/certifications, as they apply to County Surveyor, in accordance with the Professional Land Surveyor's Act (Business and Professions Code 8700-8805), the Professional Engineers Act (Business and Professions Code 6700-6799) and all other local, State, and Federally mandated regulations and codes.

#### 4. County Building Official:

Shall preform all duties and hold the required licenses/certifications, as they apply to County Building Official, in accordance with the County's adopted version of the California Building Code, Glenn County Code Title 15, California Civil Code Section 55.53, California Health and Safety Code section 18949.35 ~ 18949.31, Code of Federal Regulations Tittle 44 Parts 59,60,65,70- National Flood Insurance Program, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Code of Regulations Title 24 and all other local, State, and Federally mandated regulations and codes.

#### 4. **CONTRACT TERM**

Services will begin upon the successful execution of the contract, but not prior to July 1, 2013 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  $\underline{MUST}$  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 proposal, 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 – COUNTY ENGINEER/ROAD COMMISIONER, COUNTY RESIDENT PROJECT ENGINEER, COUNTY SURVEYOR AND COUNTY BUILDING OFFICIAL" to COUNTY at 777 N. Colusa St. Willows, CA 95988 by 4:30 p.m. on Friday, June 7, 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. Identify the team leader(s) for each separate area of consideration.

#### 3. Technical Ability

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

#### 4. Individual Qualifications and Experience

Provide resumes for staff that are to be assigned COUNTY projects.

Provide 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.

#### 5. 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.

#### 6. 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.

#### 7. Required Forms

- Proof of license/certificate as it applies to Section 3- Scope of Work of this Request for Qualifications
- IRS W-9 Form
- Certificate of Insurance
- Applicable Area of Service Form
- Glenn County Vendor Application (Attached)

#### 8. 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
COUNTY ENGINEER/ROAD COMMISIONER, COUNTY RESIDENT PROJECT
ENGINEER, COUNTY SURVEYOR AND COUNTY BUILDING OFFICIAL
JUNE 7, 2013

#### 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. Non Collusion

CONTRACTOR shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this Request for Oualifications.

CONTRACTORS guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

#### 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).

Due to the potential of a conflict of interest between the responsibilities of the County Engineer/Road Commissioner and the responsibilities of the Resident Project Engineer, COUNTY prefers to retain at least two CONTRACTORS; one to serve as COUNTY'S public representative in all matters related to the statutory responsibilities of County Engineer/Road Commissioner and another to serve as its Resident Project Engineer. CONTRACTOR who proposes to serve COUNTY in more than one capacity will be required to demonstrate an ability to avoid a conflict of interest and if CONTRACTOR is selected, warranty against same. COUNTY will review the proposals 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. COUNTY will be assigning projects immediately after entering into the agreement with CONTRACTOR.

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

#### **COUNTY OF GLENN**

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

### AGREEMENT BETWEEN THE COUNTY OF GLENN AND

	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.	<u>COMPENSATION</u> .
	Contractor shall be paid the sum of (6) after satisfactorily completing the duties
de	scribed in this agreement.
4.	BILLING AND PAYMENT.
	Contractor shall submit to (7) within 15 days after completion of the services
de	scribed 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
Co	ntractor fails to fulfill in a timely and professional manner (11) [his/her/its] obligations under
thi	s agreement, or if Contractor violates any of the terms or provisions of this agreement, then
Co	ounty 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 <u>and the County is PROVIDING A SERVICE to another governmental agency</u>, 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. <u>Tax Indemnification</u>: 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)
(16) _	Notice shall be do	eemed to be effective two days after mailing
IN WITNESS W year set forth belo		ry and Contractor have executed this agreement on the day and
DATED:		DATED:
CONTRACTOR		COUNTY OF GLENN
(18)		(17), Department Head Approved as to Content and Fund Availability
(19) Tax Identif	fication Number	
(20) APPROV	ED AS TO FORM	M:
Glenn County, Ca	, County Co	ounsel

## 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) Equipment Services Supplies **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 <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3">http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3</a>

#### COMMODITIES/SERVICES

#### (please check all that apply)

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

## **Required Document Checklist**

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