

PUBLIC WORKS AGENCY

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Mohammad “Dr. Q” Qureshi, Director



Scrap Metal Removal at Glenn County Landfill

The County of Glenn (“County”) is now accepting quotes from contractors interested in providing scrap metal recycling and decontamination services (“Contractor”) at the Glenn County Landfill, 5700 County Road 33, Artois CA 95913.

The Contractor shall provide trucks, crushing/baling equipment, excavator, and personnel sufficient to safely prepare for transport approximately 500 tons per year of mixed scrap metal, including appliances.

The Contractor shall provide decontamination services to ensure the safe removal of toxic substances from appliances, including but not limited to P.C.B.s, mercury thermostats and switches, compressor oils, coolants including refrigerants, ammonia, or other, or any material banned from landfills. Decontamination services may be requested without immediate pickup of scrap metal.

The decontamination of appliances shall be performed by the Contractor upon demonstration of the appropriate and necessary certifications from the State of California, or it may be subcontracted to a qualified, approved technical service provider. Decontamination includes manifested transport of removed materials to appropriate recycling or destruction sites and transmittal to Glenn County Landfill on Form 303 and copies of transport manifests.

The Contractor shall provide trucks and loading equipment to remove the crushed and/or baled metal to recycling markets of his/her choice. Transportation shall be provided by the successful Contractor or by an approved carrier under contract to the successful Contractor. All vehicles used to transport the County’s scrap metal must be properly permitted and licensed to haul appliance and scrap metal. All scrap metal shall be transported to the appropriate facility in accordance with all Department of Transportation (DOT) and state transportation regulations. Carriers shall have certifiable records of good shipping practices, which may be checked through local DOT authorities.

The Contractor shall weigh all appliances and scrap metal processed through the certified scale at the Glenn County Landfill. Payment for materials processed shall be based on the weight of the appliances and type of scrap metal processed.

Contractor shall provide invoices that clearly lists all of the following: 1) for mixed scrap metal – the number of tons collected, the revenue per ton, total revenue due the County, and a copy of the source of the appropriate month’s price index; and 2) for refrigerated appliances – the number of units collected, the cost per unit, and the total cost to the County.

SUBMITTALS SHALL BE BY EMAIL, DUE NO LATER THAN 1:30 PM ON OCTOBER 18, 2018.

Emailed questions and submittals shall be sent to solidwaste@countyofglenn.net.

Submittal Requirements

Please submit a cost proposal for the amount the Contractor will pay the County by percentage of the gross income based on A.M.M., S.F. # 2 bundles exchange price. The percentage shall be stated on the vendor application in terms of the market rate for #2 bundles as referenced above. If cost of freight, decontamination etc. are greater than the value of the clean scrap metal, County will issue a check to the Contractor for the

difference. A contract will be required (Sample Attached) based on the specifications and deliverables detailed above.

Additionally complete and submit the County's VENDOR APPLICATION and current IRS W-9 Tax ID Form.

Vendor application forms can be downloaded from the County's website at:

<http://www.countyofglenn.net/sites/default/files/resources/Vendor-Application-Form.pdf>

Glenn County reserves the right to reject any or all bids and/or waive any irregularities in any bid received. Purchase orders and/or contractual agreements shall be awarded based on lowest offered pricing, quality of product, delivery terms and service reputation of the bidder.

**AGREEMENT BETWEEN THE COUNTY OF GLENN AND
"CONTRACTOR"**

This Agreement is entered into between the County of Glenn ("County") and _____ ("Contractor") for the purpose of metal recovery and recycling services at Glenn County Landfill and various other sites as designated by the county.

1. RESPONSIBILITIES OF CONTRACTOR.

During the term of this Agreement, Contractor shall perform the duties as listed in Exhibit A, attached hereto and incorporated by reference.

2. RESPONSIBILITIES OF THE COUNTY.

County shall ensure that appliances are staged for decontamination and maintain the metal recovery area free of non-metal and other waste.

3. COMPENSATION.

County shall be paid as outlined in Exhibit A, attached hereto and incorporated by reference.

4. BILLING AND PAYMENT.

Contractor shall submit to the County within 15 days after completion of the services described in paragraph 1, a statement of services rendered and costs incurred.

5. TERM OF AGREEMENT.

This Agreement shall commence on the date of signing and shall terminate June 30, 2019. Thereafter, this Agreement will continue in full force and effort for successive periods of one year commencing on each July 1, unless either party gives the other party written notice of non-renewal on or before June 1 of any year. This Agreement may be extended no more than three times for a total of three years, after "date".

6. TERMINATION OF AGREEMENT.

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner 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. Should this Agreement be terminated, Contractor shall provide County with all finished and unfinished reports, data, studies, photographs, charts, electronic data and other documents prepared by Contractor pursuant to this Agreement.

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.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 2504) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by

these specifications, at any time.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION CLAUSES.

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.

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 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: Public Works Agency
 Attn: Cole Grube
 P.O. Box 1070
 Willows, CA 95988

If to Contractor: "

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

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

DATED: _____

DATED: _____

CONTRACTOR

COUNTY OF GLENN

“Contractor”

Mohammad Qureshi, Director
Approved as to Content and Fund Availability

Tax Identification Number

APPROVED AS TO FORM:

Alicia Ekland, County Counsel
Glenn County, California