



# REQUEST FOR PROPOSALS

On-Call Pothole Repair Services

Public Works Agency  
777 North Colusa Street  
Willows, CA 95988

September 04, 2019

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- A. Sample Contract
- B. Fee Schedule

**CONTACT INFORMATION**

Interested firms shall submit one (1) copy and (1) electronic version of the proposal (Proposal) no later than October 03, 2019, to:

County of Glenn  
Public Works Agency  
777 N. Colusa Street  
Willows, CA 95988  
Attn: Kevin Cook-Guteriez, Assistant Engineer

Or if by U.S. Mail, to:  
County of Glenn  
Public Works Agency  
PO BOX 1070  
Willows, CA 95988

The Proposal shall be in the format identified herein. Any questions regarding this request shall be directed to Kevin Cook-Guteriez at the Public Works Agency, via phone at (530) 934-6530, or via email at [engineer@countyofglenn.net](mailto:engineer@countyofglenn.net)

This RFP and attachments are available on the County's website at <https://www.countyofglenn.net/govt/bids>. It is the responsibility of prospective proposers to check the County's website for any future addendums to this RFP.

**INTRODUCTION**

The Glenn County Public Works Agency (County) seeks a qualified and experienced contractor to provide On-Call Pothole Repair Services throughout Glenn County. The work will be assigned on an as-needed basis for various locations. The amount payable to the selected firm shall not exceed \$100,000 per fiscal year and the term of the contract shall be three years, beginning on the date of execution.

It is the County's intent to procure a contractor on the basis of demonstrated competence and professional qualifications in accordance with Chapter 10 Division 5 Title 1 of the California Government Code (§4525 to 4529.5). The County will award a contract to the firm that best presents the proposal which, in the sole judgement of the County, best serves the community's interest.

Due to the scope and specialization of the needed services, the County requests each interested contractor to assess their qualifications as they relate to the following:

1. The contractor shall have the ability to provide the material, labor and equipment necessary to meet the demands for the services required.
2. The contractor shall have sufficient capacity to provide the requested services in a cost effective, timely, and professional manner.
3. The contractor shall have the ability to provide traffic control in compliance with the latest edition of the California Manual on Uniform Traffic Control Device (CA MUTCD) guidelines.

4. The contractor shall abide by all applicable local, state and federal laws and regulations for working in the road right-of-way and shall comply with all related Cal/OSHA safety regulations and requirements.

### **BACKGROUND**

Glenn County is located approximately halfway between Sacramento and Redding in Northern California, with a population of 28,017. Land use is largely agricultural with the coastal range to the west, the Interstate 5 corridor bisecting the County North and South, and the Sacramento River generally bordering the east side of the County.

### **PROJECT DESCRIPTION**

The County has developed this Request for Proposals for the purpose of obtaining competitive bids from qualified applicants interested in providing Glenn County with On- Call Pothole Repair Services. Therefore, Glenn County is soliciting proposals from reputable contractors to provide pothole repair services on roads located within Glenn County. The successful applicant will be required to enter into an Independent Contractor Agreement (Agreement) for requested services. Said Agreement shall include all labor, material, equipment, supervision, delivery, insurance, traffic control, safety items, and all other related expenses associated with providing On-Call Pothole Repair Services. Glenn County does not guarantee any minimum amount of work with respect to the Agreement; the services will be required on an as needed basis under direction from Glenn County Public Works Agency staff. **The Contractor shall provide the hot mix asphalt material along with the required pothole repair services.**

### **SCOPE OF SERVICES**

At the time of bid submission, and throughout the term of the contract, the contractor shall possess a valid Class A or a combination of Class C licenses that makes up a majority of the work. and licenses' appropriate for the vehicles to be used. Bids must be on hot mix asphalt cost per cubic yard, and an hourly rate for a 2-person crew, truck, tools and all equipment necessary to perform the work; the hourly rate shall not be applied during the transport of labor, equipment, or materials to or from the repair location(s).

The successful bidder shall provide pothole repair services on an as-needed basis as assigned by authorized Public Works Agency personnel and in accordance with the terms and conditions stated herein. Contractor's services are limited to the following:

1. Contractor must provide services within five (5) business days after being notified that pothole patching services are needed.
2. Contractor must be able to provide a truck with a minimum of 5 tons of asphalt hauling capacity.
3. Contractor shall provide all tools and equipment necessary to patch potholes including, but not limited to, shovels, rakes, leaf blowers, brooms, and hand tamps. The contractor will be required to pick up and haul the hot mix material from the batch plant closest to the job site; likely to be in Chico, CA.

4. The contractor shall provide the hot mix asphalt 3/8" material. The hot mix asphalt shall be in compliance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specification. The contractor shall provide a certificate of compliance for this material upon request.
5. The contractor shall provide the bituminous tack coat material. The tack coat material shall be non-diluted, Grade CSS-1h in compliance with Section 94, "Asphaltic Emulsions," of the Caltrans Standard Specification. The contractor shall provide a certificate of compliance for this material upon request.
6. The contractor shall conduct road repair operations in a manner that causes minimum obstruction and inconvenience to the public. The contractor's traffic control shall be in compliance with the latest edition of the CA MUTCD guidelines.
7. All of the contractor's vehicles used for this work shall be equipped with safety beacons that must be visible 360 degrees.
8. The contractor shall remove all loose material prior to patching the potholes. The pothole areas shall be shaped evenly with sloping sides to the depth of the patch. The bottom and sides shall be sprayed with the tack coat material (Grade CSS-1h) at a rate of 0.2 gal/ yd<sup>2</sup>.
9. The contractor shall compact the material using the patch vehicle's tires or other approved method and ensure finished patch shall have a minimum of 1/4-inch crown for anticipated settlement, and to reduce ponding.
10. The contractor shall keep a daily log of the patching operations including personnel names, hours worked at each location and the quantity of asphalt material used. This information shall be provided to the County on a weekly basis. The contractor shall also provide a name and phone number of a supervisor who can be reached by the County. The contractor's supervisor will be responsible for the completion of the daily log. Glenn County will monitor the progress and perform daily inspections. Work will be evaluated for quality and consistency. Any work not meeting the above mentioned standards and specifications will be corrected at the contractor's expense.
11. The contractor shall abide by all applicable local, state and federal laws and regulations for working in the road right-of-way and shall also comply with all related Cal/OSHA safety regulations and requirements.

### **CONTRACT REQUIREMENTS**

The top-ranked contractor will receive written notification of the selection. Negotiations for contract agreement and payment will commence after notification. The final contract will need to be approved by the Glenn County Board of Supervisors and an authorized representative of the contractor. A sample agreement has been attached to this RFP for reference (Attachment A). The contractor shall adhere to the provisions of this agreement and advise the County of Glenn in their proposal of any provisions for which they have alternative wording, or any provisions which they cannot accept.

Should it be awarded a contract, the contractor shall not discriminate against any person who performs any work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

Prevailing wages will apply if the services to be performed will involve workers in predetermined classifications as specified by the California Department of Industrial Relations (DIR). California State Prevailing Wage information is available through the California DIR websites below:

- DIR FAQ: [http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)

- DIR Wage Determination: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

**PROPOSAL REQUIREMENTS**

Due Date	<b>October 03, 2019</b>
Required Copies	one (1) hard copy and one (1) electronic version, either in PDF or Word format
Submit To	County of Glenn Public Works Agency 777 North Colusa Street Willows, CA 95988 Attn: Kevin Cook-Guteriez engineer@countyofglenn.net
Submittal Identification	The submittal package shall be clearly marked "On-Call Pothole Repair Services"

These guidelines are provided for standardizing the preparation and submission of proposals by all contractors for On-Call Pothole Repair Services. The intent of these guidelines is to assist contractors in the preparation of their proposal, to simplify the review process by the County of Glenn, and to provide standards for the evaluation of all received proposals.

Proposals shall be a maximum of ten (10) pages, excluding resumes. Paper size shall be Letter (8.5" x 11"), though 11" x 17" is acceptable if folded to Letter sized.

Proposals shall contain the following information in the order listed:

**1. Cover Letter**

The cover letter shall include the contractor's primary mailing address, telephone number, and email address. The letter shall address the contractor's understanding of the scope of work and shall be signed by a person authorized to negotiate and contractually bind the contractor to provide services to the County.

The letter should also indicate any conflicts or non-acceptability of the terms and conditions of the contract agreement. Proposed deviations and modifications to the contract agreement should be clearly noted and supporting reasons provided. Changes to the agreement will not be considered by the County of Glenn once contractor selection has been completed.

**2. Qualifications and Experience**

Identify key staff and subcontractors proposed for the project team. Describe the responsibilities of the staff, their role in completing the scope of work, staff availability, and any relevant certifications.

The proposal must clearly describe the Contractor's ability for undertaking and performing the scope of work. Highlighting specific projects of a similar nature is recommended. These projects shall illustrate the quality and past performances of the project team. References of at least three (3) current/past clients with a current contact name, title, and phone number shall be provided.

### **3. Rate Schedule**

List all billing rates for labor and miscellaneous costs. If applicable, mileage rate, travel time, overtime, and weekend work should be discussed. Attachment B shall be completed with the Contractor's unit prices for the required services.

### **4. Supporting Information**

The Contractor may include resumes, brochures, and other supporting information in this section.

## **CONTRACTOR SELECTION PROCESS**

After the period has closed for receipt of proposals, each proposal will be opened and examined to determine compliance with the requirements specified in this RFP. Any proposal that does not meet the format requirements will be eliminated from competition and returned to the contractor. The County of Glenn may reject any proposal if it is conditional, incomplete, or contains irregularities. The County of Glenn may waive an immaterial deviation in a proposal; however, the waiver shall in no way modify the RFP documents or excuse the Contractor from full compliance with the contract requirements if awarded the contract.

The County will use the following criteria to evaluate proposals: understanding of the scope of work, overall approach to providing the requested service, demonstrated history with similar scopes of work, quality and availability of proposed staff, references, and rate schedule.

The County reserves the right to award a contract to the firm that presents the proposal which, in the sole judgement of the County, best serves the community's interest.

The successful contractor will be subject to verification of non-fraud and for listing on the debarred Contractors/Consultants list.

This RFP does not commit the County of Glenn to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County of Glenn reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the County of Glenn to do so.

All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

Upon approval of the selected Contractor by County of Glenn and agreement of a mutually acceptable price, a written Agreement will be prepared, executed by the contractor, and reviewed by the County of Glenn for approval and execution.

## **DISPUTE RESOLUTION**

Should any contractor dispute the County of Glenn's determinations and findings during this RFP process, such contractor shall give the County of Glenn written notice of the matter in dispute within five (5) days of Contractor's first knowledge of the decision or determination. The contractor shall thereafter, within ten (10) days of contractor's first knowledge of the County of Glenn's decision or determination in dispute, provide the County of Glenn with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the contractor disputes the County of

Glenn's determination or decision and submit all documentary evidence relied on by the Contractor. The Statement of Dispute must meet the following conditions and requirements:

1. Provide a complete statement of the factual and legal basis for the protest.
2. Refer to the specific portions of the RFP which form the basis for the protest, and all documentary evidence relied upon.
3. Include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other Contractors, who shall have seven (7) calendar days to respond to the Statement of Dispute.

The Statement of Dispute must be submitted to the Glenn County Public Works Agency, Attn: Kevin Cook-Guteriez, P.O. Box 1070 Willows, CA 95988. The County of Glenn will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request Contractor to produce further evidence as the County of Glenn deems material to a decision on the issue, after which time, the County of Glenn will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the Contractor's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the County of Glenn's decisions and determinations made during the RFP process.

### **SCHEDULE OF WORK**

An anticipated selection process schedule is shown below.

<b>No.</b>	<b>Item of Work</b>	<b>Date</b>
<b>1</b>	RFP Release	9/4/2019
<b>2</b>	Deadline for submission of written questions	9/18/2019
<b>3</b>	Proposal due date	<b>10/3/2019</b>

### **ADDITIONAL INFORMATION**

For additional, please contact Kevin Cook-Guteriez at (530) 934-6530 or [engineer@countyofglenn.net](mailto:engineer@countyofglenn.net). All requests for information must be received by September 6<sup>th</sup>.

**ATTACHMENT A**

**ATTACHMENT B**

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this *date* day of *month*, 2019, by and between Glenn County, a political subdivision of the State of California ("County"), and *name of contractor* ("Contractor").

### RECITALS:

- A. County has determined that it is desirable to retain Contractor to provide On-Call Pothole Repair Services; and
- B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

### AGREEMENT:

- 1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all the professional services described in Exhibit "A" which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference.
- 2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.
- 3. Compensation.
  - A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference.
  - B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.
  - C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed hundred thousand dollars (\$100,000.00)**

**per fiscal year.** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

Glenn County Public Works Agency  
777 N. Colusa Street  
Willows, California 95988  
Telephone:

**If to Contractor:**

*Contractor Name*  
*Address*  
*City, State, Zip*  
Telephone:

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

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by

Contractor herein. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become

the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and sub-Contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under this Agreement has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Contractor agrees to notify County within two working days

of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

(i) General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

(ii) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

(iv) Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Contractor has employees,

he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

All endorsements are to be received and approved by the County of Glenn before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or any authorized deputy, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance With Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF GLENN

CONTRACTOR

By: \_\_\_\_\_  
*[Name of Department Head]*  
Deputy Glenn County Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative  
Title: *[Name/Position of firm officer]*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
County Counsel, Glenn County

Exhibits:  
Exhibit A – Scope of Work  
Exhibit B – Fee Schedule

SAMPLE

**UNIT PRICES FOR THE  
POTHOLE REPAIR SERVICES**

The undersigned proposes to furnish all labor, material, equipment, supervision, delivery, insurance, traffic control, safety items, and all other related expenses per the attached specification for the price indicated below.

The following Unit Price shall be valid through December 31, 2020\*

Description	Unit	\$/unit
Hot Mix Asphalt 3/8"	CY	\$
Pothole Repair Services	HR	\$

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE#: \_\_\_\_\_

FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

**NOTE:** COMPANY'S BRIEF HISTORY, SERVICES, PROVIDED AND AGENCY REFERENCES SHALL BE INCLUDED ON A SEPARATE PIECE OF PAPER