



REQUEST FOR QUALIFICATIONS

On-Call Bridge and Geotechnical Engineering
Services

Public Works Agency
777 North Colusa Street
Willows, CA 95988

April 17, 2020

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- I. Sample Contract
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CONTACT INFORMATION

Interested firms shall submit one (1) copy and (1) electronic version of their Statement of Qualifications no later than 4:00 p.m. on May 29, 2020 to:

County of Glenn
Public Works Agency
777 N. Colusa Street
Willows, CA 95988
Attention: Cole Grube, Director

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 Cole Grube at the Public Works Agency, via phone at (530) 934-6530, or via email at engineer@countyofglenn.net

This RFQ 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 RFQ.

INTRODUCTION

The Glenn County Public Works Agency (County) is requesting Statements of Qualifications (SOQs) from qualified professional firms to provide bridge and geotechnical engineering services related to the county transportation network. The selected firm may assist the County with various locally funded projects, including, but not limited to: bridge scour Plan of Action development, slope stability analysis and preliminary scoping of bridge/roadway rehabilitation, repair, or replacement projects.

The selected firm will be responsible for providing comprehensive engineering services and will be required to demonstrate adequate experience in providing such services in accordance with California Department of Transportation (Caltrans), American Association of State Highway Transportation Officials (AASHTO), and Federal Highway Administration (FHWA) standards. Staff from the selected firm, assigned to work on the project, must have relevant experience with providing engineering services for capital improvement projects, including knowledge of, and experience with, Caltrans Highway Design Manual, Caltrans Standard Plans and Standard Specifications.

The work will be assigned via Task Order on an as-needed basis. The projects may be discrete, short-term assignments or may be part of larger, locally funded capital improvement projects. The amount payable to the selected firm shall not exceed \$50,000 per fiscal year and the term of the contract will be three (3) years, beginning July 1, 2020.

It is the County's intent to procure a consultant(s) 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 based on the selected consultant's qualifications and fee schedule which, in the sole judgement of the County best serves the County's interest. The selected firm will be the highest ranking firm that has successfully negotiated terms of a consultant services agreement with the County.

Upon issuance of a Task Order, the consultant will submit an associated cost proposal for approval by the County. The method of payment for this contract will be based on actual cost plus a fixed fee. The County will reimburse the consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the consultant in performance of the work. The consultant will not be reimbursed for actual costs that exceed the estimated costs set forth in the approved cost proposal, unless additional reimbursement is provided for by contract amendment. In addition to the allowable incurred costs, the County will pay a fixed fee, to be specified in the cost proposal submitted with each task order. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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.

SCOPE OF SERVICES

Although the requested services will encompass only locally funded projects, in order to accomplish the scope of work, understanding of Federal, State, and County requirements is essential. The selected firm shall prepare a detailed scope of services based, in part and at minimum, on information presented in this Request for Qualifications, and other publicly available information. The selected firm shall provide a project representative who is appropriately licensed in the State of California for the professional services requested. The following is an outline of anticipated tasks required to perform this work:

1. **Structural Investigations and Recommendations**

Conduct structural investigations of roadway segments, bridges, culverts and other county maintained infrastructure. Produce scope of work for rehabilitation, repair, or replacement of facilities. Provide a recommendation of the preferred alternative.

2. **Geotechnical Services**

Prepare slope stability analysis, including, but not limited to roadway embankments, waterway crossings and excavations. Prepare bridge scour Plans of Action. Perform subsurface investigations, sample collection and soil property analysis as needed to develop requested analyses and plans.

3. **Design Support/Independent Check**

Prepare design plans, specifications and estimates to deliver a complete project related to structural and geotechnical investigations. Perform independent check of plans, specifications and estimates prepared by others.

4. **Cost Comparison Analysis**

Develop cost comparison of alternate project scenarios and provide recommendations.

5. **Other Services**

Other structural or geotechnical services as assigned by Task Order.

CONTRACT REQUIREMENTS

The top-ranked consultant 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 as to form by County Counsel and an authorized representative of the consultant. A sample agreement has been attached to this RFQ for reference (Attachment I). The consultant shall adhere to the provisions of this agreement and advise the County of Glenn in their submittal of any provisions for which they have alternative wording, or any provisions which they cannot accept.

Should it be awarded a contract, the consultant 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 are undertaken by a classification of worker covered by the prevailing wage laws, as determined by the director of the California

Department of Industrial Relations (DIR). Such classifications include, but are not limited to; land surveying - such as flag persons, survey party chief, rodman or chainman; materials sampling and testing - such as drill rig operators, pile driving, crane operators; inspection work; soils or foundation investigation; environmental hazardous materials; and other services as specified by the (DIR). California State Prevailing Wage information is available through the DIR websites below:

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

SUBMITTAL REQUIREMENTS

Due Date:	4:00 p.m. on May 29, 2020
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 Attention: Cole Grube engineer@countyofglenn.net
Submittal Identification:	The submittal package shall be clearly marked "On-Call Bridge and Geotechnical Engineering Services"

These guidelines are provided for standardizing the preparation and submission of SOQs by all consultants for On-Call Bridge and Geotechnical Engineering Services . The intent of these guidelines is to assist consultants in the preparation of their SOQ, to simplify the review process by the County of Glenn, and to provide standards for the evaluation of all received SOQs.

SOQs 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 size.

SOQs shall contain the following information in the order listed:

1. Cover Letter

The cover letter shall include the consultant's primary mailing address, telephone number, and email address. The letter shall address the consultant's understanding of the scope of work and shall be signed by a person authorized to negotiate and contractually bind the consultant 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 consultant selection has been completed.

2. Qualifications and Experience

Identify key staff and subconsultants 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 SOQ must clearly describe the consultant'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. Supporting Information

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

4. Rate Schedule

List all billing rates for labor, tests, and miscellaneous costs. If applicable, mileage rate, travel time, overtime, and weekend work should be discussed. The following shall be noted:

- All work shall be completed on an actual cost plus fixed fee basis, to be negotiated based upon this rate schedule.
- There shall be no minimum charge;
- Separate overhead costs will not be allowed; these costs shall be included in the fixed fee, as negotiated upon issuance of a task order and submission of an associated cost proposal.

5. Required exhibits

To be completed by all:

- Vendor Application

To be completed by selected consultant(s):

- W-9 Tax Payer Identification

CONSULTANT SELECTION PROCESS

After the period has closed for receipt of submittals, each SOQ will be opened and examined to determine compliance with the requirements specified in this RFQ. Any SOQ that does not meet the format requirements will be eliminated from competition and returned to the consultant. The County may reject any SOQ if it is conditional, incomplete, or contains irregularities. The County may waive an immaterial deviation in a SOQ; however, the waiver shall in no way modify the RFQ documents or excuse the consultant from full compliance with the contract requirements if awarded the contract. Unsigned Submittals, or Submittals signed by an individual not authorized to bind the prospective consultant will be rejected. Proof of authorization will be required.

The County will use the following criteria to evaluate SOQs: 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 selection panel will review each SOQ that meets the format requirements. Panel members will individually evaluate each SOQ in accordance with the evaluation criteria shown herein. The panel members will meet to tally and average scores for each SOQ, then the SOQs will be ranked based on the scores. Based on the rankings, the County of Glenn will establish a shortlist and may choose to interview the top firms on this list, if the County determines a need for interviews.

The County of Glenn will enter into negotiations with the top-ranked consultant. If agreement cannot be reached with the top-ranked firm, the County will close negotiations and enter into negotiations with the second-ranked firm. The successful consultant will be subject to verification

of non-fraud and for listing on the debarred Contractors/Consultants list. Upon approval of the selected consultant by County and agreement of contract terms, a written agreement will be prepared, executed by the consultant, and reviewed by the County of Glenn for approval and execution.

The County reserves the right to award a contract to the firm that presents the SOQ which, in the sole judgement of the County, best serves the County's interest. This RFQ does not commit the County to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. The County of Glenn reserves the right to accept or reject any or all submittals 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 Qualification if it is in the best interest of the County of Glenn to do so.

DISPUTE RESOLUTION

Should any consultant dispute the County of Glenn's determinations and findings during this RFQ process, such consultant shall give the County of Glenn written notice of the matter in dispute within five (5) days of the determination. The consultant shall thereafter, within ten (10) days of the determination in dispute, provide the County of Glenn with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the consultant disputes the County of Glenn's determination or decision and submit all documentary evidence relied on by the consultant. 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 RFQ 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 consultants, 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: Cole Grube, 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 consultant 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 consultant'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 RFQ process.

SCHEDULE OF WORK

An anticipated selection process schedule is shown below.

No.	Item of Work	Date
1	RFQ Release	4/17/2020
2	Deadline for submission of written questions	5/15/2020
3	Statement of Qualification due date	5/29/2020
4	Evaluation of Submittals	early-June
5	Interviews/Negotiations	mid-June
6	Notice of Contract award	mid-June

ADDITIONAL INFORMATION

For additional information, please contact Cole Grube at (530) 934-6530 or engineer@countyofglenn.net. All requests for information must be received by May 15, 2020.

ATTACHMENT I

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between Glenn County, a political subdivision of the State of California (“County”), and *Consultant Name*. (“Consultant”).

RECITALS:

- A. County has determined that it is desirable to retain Consultant to provide *brief description of services to be provided*; and
- B. Consultant 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. Consultant represents and warrants that Consultant is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and
- D. Consultant represents and warrants that Consultant advertises these services to and contracts with entities other than County; and
- E. Consultant represents and warrants that Consultant maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and
- F. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include *Briefly Describe Services to be Provided*. (“Services”). The specific services to be provided shall be identified in Task Orders which shall be submitted to Consultant for approval from time to time during the term of the Agreement. Consultant shall have thirty (30) days after receipt within which to accept or reject the Task Order. Acceptance of a Task Order shall be evidenced by Consultant signing and returning the Task Order to County. Such acceptance shall be deemed an amendment under Paragraph 24 of this Agreement.
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. Consultant shall commence work within seven (7) days of receiving each Task Order and shall work diligently and in good faith to complete those services in an expeditious manner.
3. Compensation.

A. The total amount payable under this Agreement shall not exceed the sum of *Dollar Amount in Words (\$XX,XXX.XX)* during the term of the Agreement. The County shall make no payment to Consultant 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. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. County shall compensate Consultant for the services described in Paragraph 1 on a Time and Materials basis at the rates set forth in Section 4 of Exhibit A.

C. Each Task Order shall be in the form set forth in Exhibit "B" attached hereto and incorporated herein by this reference and shall contain a not-to-exceed amount for the services described therein. Consultant shall not perform out-of-scope or out-of-budget work without County's prior written approval. In no event shall the cumulative amount of all Task Orders exceed the amount of *Dollar Amount in Words (\$XX,XXX.XX)* dollars unless approved by the Glenn County Board of Supervisors.

D. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the *Department Head Entering Into the Agreement* or authorized deputy and shall be reimbursed in accordance with the County's Reimbursement For Expenses policy set forth in Chapter 7.02 of The Book of Administrative Policies and Procedures of the County of Glenn.

E. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate as provided in Section 4 of Exhibit "A".

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

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

If to the County:

*Department Head
Department Name
Address
Willows, California 95988
Telephone: (530) XXX-XXXX*

If to Consultant:

*Consultant Name
Consultant Company
Address
Address
Telephone:*

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant 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 Consultant herein. Consultant 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. Consultant 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 Consultant's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant 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 Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant'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, Consultant 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 Consultant under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant'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, Consultant 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 consultants 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 Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant 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 Consultant.

8. Subcontracting and Assignment. Consultant 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 Consultant, 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. Consultant may retain copies for its files and internal use, however, Consultant 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, Consultant 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 Consultant 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 consultants 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 Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance.

A. Insurance Requirements. Without limiting Consultant's indemnification of the County, Consultant 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 Consultant, Consultant's agents, representatives, employees, and sub-consultants. At the very least, Consultant 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. Consultant 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. Consultant 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 California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through the United States domiciled carrier that meets the required Best's rating and that is listed in the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance. 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 Consultant or Consultant'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 Consultant 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. Consultant 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 Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Consultant and Consultant'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, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant 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 Consultant.

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 Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant'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 Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant 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 Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants 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. Consultant shall coordinate the activities of all sub-consultants 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 Consultant of any defect in Consultant'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. Consultant shall allow County's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant 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. Consultant 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 Consultant.

16. Employment Practices. Consultant, 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. Consultant 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, Consultant shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant 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 Consultant 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

CONSULTANT

By: _____
Name of Department Head
Name of Department

By: _____
Name of Consultant
Name of Company

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Proposal
Exhibit B – Task Order Form

EXHIBIT A
PROPOSAL

EXHIBIT B

TASK ORDER

No.

In accordance with the Independent Contractor Agreement between Glenn County, a political subdivision of the State of California ("County"), and CSG Consultants, Inc. ("Consultant") dated _____, 20____, Consultant agrees to complete the scope of work defined below according to the schedule and budget defined herein. The Independent Contractor Agreement between Glenn County and *Name of Consultant* dated _____, 20____, is incorporated herein by this reference.

SCOPE OF WORK:

Consultant shall provide the following professional services:

BUDGET:

The cost for Consultant's services described herein shall not exceed \$_____.

If this amount causes the total aggregate amount of all Task Orders issued under this Agreement to exceed *Amount in Words (\$XX,XXX.XX)* dollars, this Task Order shall be void as to any amount over *Amount in Words (\$XX,XXX.XX)* dollars unless authorized by the Glenn County Board of Supervisors.

COMPENSATION:

Compensation shall be in accordance with the provisions of the Independent Contractor Agreement between Glenn County and *Name of Consultant* dated _____, 20____, and the fee schedule attached thereto as Exhibit "A".

The compensation limit for services performed under this task order shall not exceed the budget amount set forth above. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify County in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of County.

SCHEDULE:

All work described herein shall be completed and, if applicable, delivered to the County by the following date:

INSURANCE:

Consultant confirms that the insurance coverage required by the Independent Contractor Agreement between Glenn County and CSG Consultants, Inc. dated April 2, 2019, is still in full force and effect.

COUNTY OF GLENN

CONSULTANT

By: _____

Name of Department Head

Name of Department

By: _____

Name of Consultant

Name of Company

Date: _____

Date: _____

ATTACHMENT II

**GLENN COUNTY PUBLIC WORKS AGENCY
P.O. BOX 1070, WILLOWS, CA 95988
Vendor Application**

BUSINESS CONTACT INFORMATION

Company name:		DUNS #:			
Phone:		Fax:		E-mail:	
Mailing Address:					
City:		State:		ZIP Code:	
Primary Type of Business:					
Length of time in present business:					
Do you provide: (Choose one and check appropriate commodities - see over)					
<input type="checkbox"/> Equipment	<input type="checkbox"/> Services	<input type="checkbox"/> Supplies	<input type="checkbox"/> Service and Supplies		

SERVICES

Briefly describe the services you provide:

SUPPLIES

Briefly describe the supplies you provide:

**PLEASE RETURN APPLICATION TO THE ABOVE ADDRESS
AND PROVIDE A IRS W9 FORM WITH YOUR APPLICATION
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>**

COMMODITIES/SERVICES (please check all that apply)

<input type="checkbox"/>	000100	Aerial Photography	<input type="checkbox"/>	000410	Dictation Equip	<input type="checkbox"/>	001350	Portable Buildings
<input type="checkbox"/>	000110	Ag & Forestry Equip/Su	<input type="checkbox"/>	000415	Disaster Equip/Services	<input type="checkbox"/>	001365	Printing
<input type="checkbox"/>	000115	Air Pollution Equipment	<input type="checkbox"/>	000430	Drafting Equip/Supp	<input type="checkbox"/>	001370	Printing Equipment
<input type="checkbox"/>	000145	Apparel	<input type="checkbox"/>	000500	Electrical Supplies	<input type="checkbox"/>	001379	Publications
<input type="checkbox"/>	000150	Appliances	<input type="checkbox"/>	000510	Engineering, Geo	<input type="checkbox"/>	001390	Pumps
<input type="checkbox"/>	000152	Architects	<input type="checkbox"/>	000511	Engineering, Mech	<input type="checkbox"/>	001400	Radios
<input type="checkbox"/>	000155	Arts & Crafts	<input type="checkbox"/>	000512	Engineering, Strct	<input type="checkbox"/>	001430	Recreation/Park Equip
<input type="checkbox"/>	000160	Asphalt Emulsion	<input type="checkbox"/>	000515	Environmental Services	<input type="checkbox"/>	001440	Recycling Vend/Consult
<input type="checkbox"/>	000165	Auction Services	<input type="checkbox"/>	000520	Emblems/Labels	<input type="checkbox"/>	001450	Refrigeration Equip
<input type="checkbox"/>	000170	Audio Visual	<input type="checkbox"/>	000530	Envelopes	<input type="checkbox"/>	001460	Road & Hwy Maint
<input type="checkbox"/>	000175	Auto & Truck Dealers	<input type="checkbox"/>	000600	Filing Systems	<input type="checkbox"/>	001470	Roofing/Roof Materials
<input type="checkbox"/>	000180	Auto Parts	<input type="checkbox"/>	000620	Filters	<input type="checkbox"/>	001500	Safety Equip/Supplies
<input type="checkbox"/>	000181	Auto Repair	<input type="checkbox"/>	000640	Fire Extinguishers	<input type="checkbox"/>	001505	Sand Bags
<input type="checkbox"/>	000185	Aviation/Airplanes	<input type="checkbox"/>	000650	Flags/Banners	<input type="checkbox"/>	001510	Security Systems
<input type="checkbox"/>	000190	Award Pins/Badges	<input type="checkbox"/>	000670	Forms	<input type="checkbox"/>	001515	Signs
<input type="checkbox"/>	000200	Bags/Liners	<input type="checkbox"/>	000700	Glass	<input type="checkbox"/>	001530	Signs, Name plates
<input type="checkbox"/>	000210	Batteries	<input type="checkbox"/>	000800	Hardware & Tools	<input type="checkbox"/>	001540	Steel
<input type="checkbox"/>	000215	Binders	<input type="checkbox"/>	000810	Haz Waste Disp	<input type="checkbox"/>	001550	Steel Posts
<input type="checkbox"/>	000225	Builders Exchanges	<input type="checkbox"/>	000815	Health Equip/Supp	<input type="checkbox"/>	001560	Storage Systems
<input type="checkbox"/>	000300	Calendars	<input type="checkbox"/>	000820	Heavy Equip/Supp	<input type="checkbox"/>	001570	Storage Tanks
<input type="checkbox"/>	000302	Carpeting	<input type="checkbox"/>	000900	Janitorial Services	<input type="checkbox"/>	001580	Surveying Equipment
<input type="checkbox"/>	000303	Castings/Plaques	<input type="checkbox"/>	000910	Janitorial Supplies	<input type="checkbox"/>	001600	Telephones
<input type="checkbox"/>	000304	Chainsaws	<input type="checkbox"/>	001000	Kitchen Equipment	<input type="checkbox"/>	001610	Time Clocks
<input type="checkbox"/>	000305	Chemicals – PH	<input type="checkbox"/>	001004	Laboratory Services	<input type="checkbox"/>	001615	Tires
<input type="checkbox"/>	000306	Chemicals – Ag	<input type="checkbox"/>	001005	Laboratory Supply	<input type="checkbox"/>	001630	Traffic Signals
<input type="checkbox"/>	000309	Communications	<input type="checkbox"/>	001010	Lamps & Lighting	<input type="checkbox"/>	001640	Trailers
<input type="checkbox"/>	000310	Communications/Data	<input type="checkbox"/>	001015	Landscaping Services	<input type="checkbox"/>	001660	Tree Service
<input type="checkbox"/>	000315	Compressed Gases	<input type="checkbox"/>	001016	Landscaping Supp	<input type="checkbox"/>	001670	Truck Parts & Equip
<input type="checkbox"/>	000320	Compressors	<input type="checkbox"/>	001060	Locks & Safes	<input type="checkbox"/>	001680	Trucking Services
<input type="checkbox"/>	000325	Computer Furn/Access	<input type="checkbox"/>	001080	Lumber Products	<input type="checkbox"/>	001690	Typewriters
<input type="checkbox"/>	000330	Computer Repair	<input type="checkbox"/>	001090	Mailroom Equip/Supp	<input type="checkbox"/>	001700	Uniforms
<input type="checkbox"/>	000335	Computer Repair	<input type="checkbox"/>	001100	Maint Equip/Supp	<input type="checkbox"/>	001800	Vacuum Cleaners
<input type="checkbox"/>	000345	Computers/Supplies	<input type="checkbox"/>	001110	Map Reproduction	<input type="checkbox"/>	other:	Please Describe
<input type="checkbox"/>	000350	Concrete Equipment	<input type="checkbox"/>	001150	Micrographics Service	<input type="checkbox"/>		
<input type="checkbox"/>	000355	Const Equip/Supplies	<input type="checkbox"/>	001180	Miscellaneous	<input type="checkbox"/>		
<input type="checkbox"/>	000365	Construction Materials	<input type="checkbox"/>	001200	Office Furniture	<input type="checkbox"/>		
<input type="checkbox"/>	000370	Contractors, Misc	<input type="checkbox"/>	001210	Office Machines	<input type="checkbox"/>		
<input type="checkbox"/>	000371	Contractors, Bridge	<input type="checkbox"/>	001220	Office Supplies	<input type="checkbox"/>		
<input type="checkbox"/>	000372	Contractors, Electric	<input type="checkbox"/>	001230	Organic Products	<input type="checkbox"/>		
<input type="checkbox"/>	000373	Contractors, HVAC	<input type="checkbox"/>	001300	Painting Services	<input type="checkbox"/>		
<input type="checkbox"/>	000374	Contractors, Paving	<input type="checkbox"/>	001301	Painting Supplies	<input type="checkbox"/>		
<input type="checkbox"/>	000375	Consultants, Misc	<input type="checkbox"/>	001310	Paper	<input type="checkbox"/>		
<input type="checkbox"/>	000376	Contractors, Plumbing	<input type="checkbox"/>	001330	Petroleum Products	<input type="checkbox"/>		
<input type="checkbox"/>	000377	Contractors, Roofing	<input type="checkbox"/>	001331	Petroleum Maintenance	<input type="checkbox"/>		
<input type="checkbox"/>	000380	Copiers	<input type="checkbox"/>	001333	Photo Services/Supp	<input type="checkbox"/>		
<input type="checkbox"/>	000383	Correctional Supplies	<input type="checkbox"/>	001335	Plastics	<input type="checkbox"/>		
<input type="checkbox"/>	000385	Corrugated Pipe	<input type="checkbox"/>	001340	Plumbing Supplies	<input type="checkbox"/>		