

NOTICE TO BIDDERS,  
SPECIAL PROVISIONS, AND  
PROPOSAL

FOR

GLENN COUNTY PUBLIC WORKS AGENCY  
PAVEMENT DIGOUT SERVICES



BIDS DUE ON OR BEFORE:

3:00 p.m

Thursday, May 28, 2020

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# 1 NOTICE TO CONTRACTORS

Glenn County Public Works Agency hereby gives notice that in accordance with Public Contract Code 22000-22045 it will accept informal bids for the following public work:

Pavement Digout Services

## 1.1 BID SUBMISSION

Bids will be received via mail or hand delivery at the Glenn County Public Works Agency, 777 North Colusa Street, Willows, CA; or emailed to roads@countyofglenn.net. Bids shall be submitted in sealed envelopes and marked in the upper left hand corner, "Pavement Digout Services", together with the name and address of the bidder.

Bids must be received no later than 3:00 p.m on May 28, 2020. The bids will be opened and read publicly. Bidders or their agents are invited to be present. A bid summary will be posted on the County's website the following day.

## 1.2 DESCRIPTION AND LOCATION OF THE WORK

Scope of Work: Glenn County Public Works is soliciting informal bids for the provision of all equipment, materials, and labor necessary for pavement digout services. Contractor shall generally sawcut existing asphalt, remove the top 0.4' of existing asphalt concrete and/or aggregate base, compact existing subbase, and in two equal lifts replace with 0.4' of Hot Mix Asphalt, Type A.

All provisions contained within the project plans shall be fully considered in the bid provided by contractor. Contractor will be required to enter into a contract with Glenn County.

Locations and approximate square footage of digouts:

1. County Road 9, from Road KK to Old 99W - 7,000 sq. ft.
2. County Road 203, from Road 9 to State Route 32 - 5,500 sq. ft.
3. County Road S, from State Route 32 to Road 24 - 5,900 sq. ft.

Friday, April 24, 2020

## **2 INSTRUCTIONS TO BIDDERS**

### **2.1 BID PROPOSAL**

Each bid shall be made on the proposal form furnished by the County, and shall be in accordance with the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by cash, certified check, cashier's check, or bidders bond, payable to the County, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the awarded bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the County should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form contained herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice to Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice to Contractors for receipt of proposals. The proposals will be publicly opened and read at the time and place stipulated in the Notice to Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures.

All items on the bid form shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the Item Total amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the County. If the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and he shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Drawings, Specifications, or Contract Documents, or should he be in doubt

as to their meaning, he should at once notify Glenn County Public Works, who will send written instructions or clarifications to all bidders.

Every bidder shall, in his bid, set forth the name and location of business of each subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (0.5%) of the bidder's total bid or \$10,000, whichever is greater. If the bidder fails to specify a subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the County, substitute any person or firm as subcontractor in place of the subcontractor designated in the original bid.

## **2.2 BID REVIEW**

No bid proposal shall be considered as low bidder or apparent low bidder until after all bids have been analyzed by the County. If required by the County, the bidders shall submit any information requested to evaluate the bids, including subcontractors written bids, bonds, cost breakdowns, financial status, work experience, and status of license.

## **2.3 BID SELECTION**

Contract for work will be executed with a contractor who is licensed in accordance with applicable state law. A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Supervisors provided he has given the County written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the County will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

Award of a Contract, if awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the bid proposals. The County reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the County.

The bidder to whom award is made shall execute a written Contract with the County on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a contract within eight (8) business days of award, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the County may award the Contract to the second lowest responsible bidder. If the second bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of such

second or third lowest bidder to execute the Contract, such bidder' s guarantees shall be likewise forfeited to the County.

## **2.4 ADDENDA**

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

## **2.5 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The contractor shall commence work within fifteen (15) working days from the date of a written "Notice to Proceed" issued by the County and shall diligently prosecute the same to completion before the expiration of 20 working days.

It is agreed by the parties to the Contract that in case all the Work called for under the contract is not completed within the number of days specified, damage will be sustained by the County of Glenn; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the County the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the County may deduct the amount thereof from money due or that may become due to the Contractor under the Contract . The Contractor shall pay to the County of Glenn the sum of two hundred fifty dollars (\$250.00) for each and every calendar day' s delay in finishing the work in excess of the number of days prescribed above.

## **2.6 FORM OF AGREEMENT**

The form of agreement, which the successful bidder will be required to execute, if awarded the Work, is attached hereto and is made a part hereof.

## **2.7 WAGES**

The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the Work shall not be less than the minimum rates of pay as established in pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality.

A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations. All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the County be held responsible for rates of wages paid which are below those prevailing.

## **2.8 PUBLIC WORKS CONTRACTOR REGISTRATION**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Additionally, no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **2.9 LICENSE**

The Contractor and all subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The Contractor shall possess either a class Class A or Class C-12 license.

### **3 SPECIAL PROVISIONS**

#### **3.1 DEFINITIONS AND TERMS**

**STANDARD SPECIFICATIONS:** The 2015 edition of the Standard Specifications of the State of California, Department of Transportation.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following items or pronouns are used, the intent and meaning shall be interpreted as follows:

**STANDARD PLANS:** The edition of the Standard Plans of the State of California Department of Transportation, dated 2015.

**PUBLIC WORKS BUILDING:** The Public Works Agency of the County of Glenn, State of California.

**DEPARTMENT OF PUBLIC WORKS:** The Public Works Agency of the County of Glenn, State of California.

**DIRECTOR OF PUBLIC WORKS:** The Director of the Public Works Agency of the County of Glenn, State of California.

**DEPARTMENT OF TRANSPORTATION:** The Board of Supervisors of the County of Glenn, State of California.

**DIRECTOR OF TRANSPORTATION:** The Director of the Public Works Agency of the County of Glenn, State of California.

**STATE HIGHWAY ENGINEER OR ENGINEER:** The Director of the Public Works Agency of the County of Glenn, State of California, or his authorized agent acting within the scope of his authority, who shall act as the representative of the County during the terms of the contract.

**STATE:** The County of Glenn, State of California

**LABORATORY:** The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

#### **3.2 AWARD AND EXECUTION OF THE CONTRACT**

Attention is directed to the provisions of Section 3 of the Standard Specifications and the following provisions:

Prior to the execution of the Contract, the successful bidder at his own expense shall furnish a Payment Bond and a Performance Bond, each in an amount equal to one hundred percent (100%) of the total bid, and in the form prescribed for use by the County of Glenn. Prior to the execution of the Contract, the successful bidder, shall at his own expense furnish Certificates of Insurance as required by Contract.

### **3.3 SCOPE OF WORK**

Reference is made to Section 4 of the Standard Specifications.

### **3.4 CONTROL OF WORK**

Reference is made to Section 5 of the Standard Specifications. Each area of work shall be completed before proceeding to the next area.

### **3.5 CONTROL OF MATERIALS**

Reference is made to Section 6 of the Standard Specifications.

### **3.6 INDEMNIFICATION AND INSURANCE**

Reference is made to the attached contract and Section 7 of the Standard Specifications.

### **3.7 PROSECUTION AND PROGRESS**

Reference is made to Section 8 of the Standard Specifications and the following provisions:

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of days specified in the Notice to Bidders.

Upon the submission of satisfactory proof to the Engineer by the Contractor, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the Engineer, there must be a showing that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work. The Engineer has the authority and discretion to decide whether an increase in the number of working days will be granted and his decision shall be final and conclusive on both parties to the contract, and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase.

Only the physical shortage of material will be considered under these provisions as a cause of extension of time and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities.

### **3.8 MEASUREMENT AND PAYMENT**

Reference is made to Section 9 of the Standard Specifications and the following provisions:

The County shall make timely progress payments to the Contractor in accordance with Section 20104.50 of Article 1.7 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code.

The County may withhold from any estimate due the Contractor, a sum sufficient to protect the County from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

The Contractor shall prepare and submit to the Engineer a payment request for the amount of work completed in the prior month. Once approved by the Engineer, the County of Glenn shall **retain five percent (5%)** of such estimated value of the work done.

Final Payment - Upon satisfactory completion of the work, the Engineer shall recommend the acceptance of the work to the County's Board of Supervisors. Upon acceptance of the completed work by the Board of Supervisors, the Board shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion.

Thirty (30) days after the recording of the Notice of Completion the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the County based upon acts or omissions of the Contractor, and that no liens or withhold notices shall have been filed against the work or the property on which the work was done.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

Section 20104.50 of Article 1.7 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code requires local governments to pay their Contractors on time so that these Contractors can meet their own obligations. It is the intent of this section that government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look toward for guidance. The provisions of this section are outlined as follows:

- a) If the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- b) Upon receipt of a payment request, the County shall act in accordance with both of the following:
  - (1) Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
  - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall

be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

- c) For purposes of this section a "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the County.

### **3.9 GUARANTEE**

The Contractor shall guarantee all his work for a period of one (1) year after the date of acceptance of the work by the County against defective materials and workmanship.

The Contractor shall repair or replace to the satisfaction of the Engineer any and all such work that may prove defective in workmanship or materials within the guarantee period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

If the Contractor fails to comply with the above mentioned conditions within a reasonable time after being so notified in writing, the Engineer is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantee.

## **4 CONSTRUCTION DETAILS**

### **4.1 CONTROL OF MATERIALS**

Attention is directed to Section 6, "Control of Materials", of the Standard Specifications and the following provisions:

All materials required to complete the work under this contract shall be furnished by the contractor.

In the event that the County does not provide on-site inspection during construction, the Contractor is hereby notified that two or more core tests will be taken to check for compliance to these specifications. If deficiencies in material quality, thickness or densities are determined, the entire area represented by that test shall be removed and replaced at the Contractor's expense. In addition, the Contractor will be required to pay for additional testing to determine compliance of all other areas tested. All non-complying areas shall be removed and replaced at the Contractor's expense.

### **4.2 MAINTAINING TRAFFIC**

Attention is directed to Sections 7.1.03, "Public Convenience," 7.1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Standard Specifications and the following provisions:

- a) Personal vehicles of the contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.
- b) A minimum of one traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic. Entire traffic plan submitted by Contractor must meet current Caltrans traffic manual requirements and be pre-approved by Engineer.
- c) The full width on the traveled way shall be open for use by public traffic on Saturdays, Sundays and County holidays, after 3:00 p.m. on Fridays and the days preceding designated County holidays, and when construction operations are not actively in progress.
- d) Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.
- e) Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **4.3 OBSTRUCTIONS**

Attention is directed to Section 15 of the Standard Specifications and the following provisions:

Contractor is responsible for removing pavement markers, if required, prior to paving.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be made therefor.

### **4.4 PAVEMENT REPAIRS (0.4' DIGOUTS)**

This work includes removing existing asphalt concrete surfacing and underlying base and replacing with hot mix asphalt (HMA). The Engineer shall determine the exact limits of replaced asphalt concrete surfacing.

Areas designated by the Engineer shall be dug out to a depth shown on the plans, removed, and replaced with the same thickness of HMA, unless otherwise directed on the contract plans. The HMA shall be placed in no less than two lifts. The final lift must be 2 inches thick or greater. The common practice of capping dig outs with a thin lift of asphalt is not acceptable.

All edges shall be saw-cut or milled. If a milling machine is used, all sloping edges shall be chipped to a vertical face. Exposed edges shall be protected against breakage with timbers or HMA mix whenever a roller enters or leaves the repair spot. The Contractor shall make all arrangements for disposal of excavated materials

The underlying material to remain in place shall be recompact to 95 percent minimum relative compaction to a depth of 6 inches below the bottom of the repair. After compaction and prior to the placing of hot mix asphalt, the vertical edges of the existing pavement shall receive a tack coat.

Replace asphalt concrete in a lane before the lane is opened to public traffic.

The finished repair shall conform to the surrounding grade and contour and shall not trap water or present a visible hump.

In the event that the underlying material is unsuitable, it shall be excavated below the depth required above and disposed of in accordance with these provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of asphalt concrete. Unsuitable material is defined as material the Engineer determines to be:

- a) of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
- b) too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- c) otherwise unsuitable for the planned use.

Payment for the removal of unsuitable material shall be paid for at the bid item price.

Payment for dig out repair including excavation, disposal and subgrade compaction shall be made on the basis of surface area measured in square feet. If areas larger than designated on the plans are excavated for the convenience of using a milling machine, payment will be made on the basis of plan quantities, or as determined by the Engineer. The unit price for this work shall include all costs associated with its performance, including any and all incidental work required to perform the work complete in place. Quantities of asphalt concrete will be paid for at the contract unit price for asphalt concrete.

#### **4.5 TACK COAT**

Tack coat shall conform to the provisions in Section 39, "Asphalt Concrete," and Section 94, "Asphaltic Emulsions," of the Standard Specifications and the following provisions:

Tack coat shall be SS-1h asphaltic emulsion conforming to Section 94 of the Standard Specifications and shall be applied in accordance with Section 39-2.01C(3)(f), "Prime Coat and Paint Binder (tack coat)," of the Standard Specifications to all surfaces of existing paving at the rate of 0.05 to 0.15 gallons per square yard of surface.

Payment for Tack Coat shall be based on the contract unit price bid per gallon for Tack Coat and shall include full compensation for furnishing all labor, materials, tools, and equipment, and performing all the work required to furnish and install the tack coat complete and in place and all work incidental thereto at the location designated on the plans and specified herein.

#### **4.6 HOT MIX ASPHALT**

This work includes procuring and placing hot mix asphalt (HMA) Type A using the Standard process.

Hot mix asphalt shall be Type A, 1/2" or 3/4" maximum, medium grading, conforming to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these provisions.

The grade of asphalt binder for HMA Type A shall be Grade PG64-10 and shall conform to the provisions of Section 92, "Asphalt Binders," of the Standard Specifications.

The amount of asphalt binder (PG64-10) to be mixed with the aggregate shall be between 5 percent and 7 percent by weight of the dry aggregate.

The limits of asphalt placement shall be determined in the field by the Engineer.

Payment for hot mix asphalt shall be made on the basis of the contract unit price per ton of Hot Mix Asphalt and shall include full compensation for furnishing all labor, materials (including asphalt binder and aggregate), tools, equipment, and performing all the work necessary to place the hot mix asphalt.

#### **4.7 WATERING**

The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

Full compensation for developing water supply and applying water, including water used for rollers and dust control, shall be considered as included in the various items of work and no separate payment will be made.

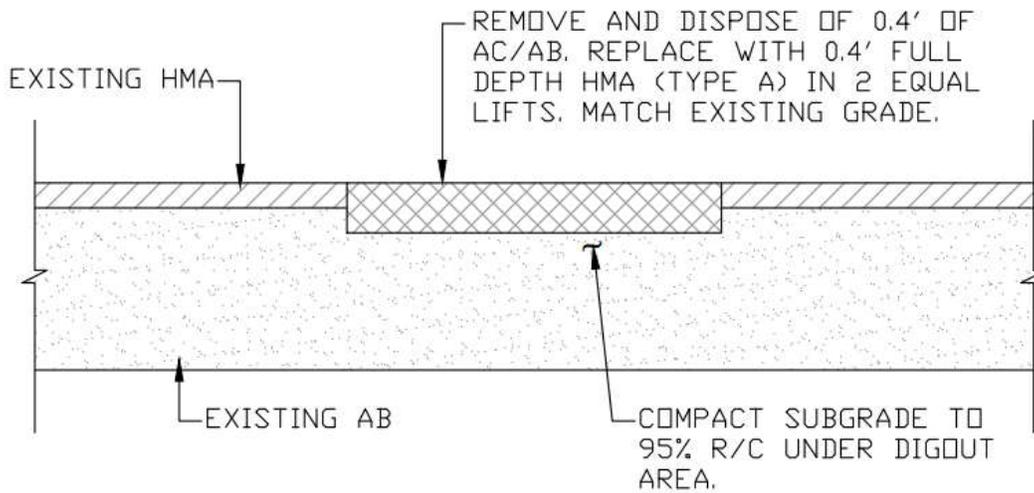
#### 4.8 CLEANUP

The Contractor shall clean up the jobsite prior to acceptance of the work. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance. Any damage to paint work, spillage or splattering from paving or tack coat operations shall be corrected to the satisfaction of the Engineer.

#### 4.9 MOBILIZATION

Mobilization shall conform to the provisions of Section 9, "Payment," of the Standard Specifications and shall be included in prices paid for the various contract items of work and no additional compensation will be made.

#### 4.10 DRAWINGS



DIGOUT DETAIL

SCALE: NTS

## 5 PROPOSAL

NAME OF BIDDER: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX:: \_\_\_\_\_  
EMAIL \_\_\_\_\_  
CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions, which include the project plans, for the work to be done are dated April 24, 2020 and are entitled:

NOTICE TO BIDDERS,  
SPECIAL PROVISIONS,&  
PROPOSAL  
  
FOR  
  
GLENN COUNTY PUBLIC WORKS AGENCY  
PAVEMENT DIGOUT SERVICES

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as follows:

- a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- b) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the cost estimate.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Glenn, and that discretion will be exercised in the manner deemed to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Glenn respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required, with surety satisfactory to the County of Glenn, within eight (8) business days, after the bidder has received notice from the County of Glenn that the contract has been awarded, the County of Glenn may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the County of Glenn .

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the County of Glenn, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in

the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**5.1 BID PROPOSAL**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL (NUMBERS / TEXT)
1	HOT MIX ASPHALT (TYPE A)	TON	540	\$	\$ /
2	REMOVE ASPHALT CONCRETE PAVEMENT	FT <sup>2</sup>	18,400	\$	\$ /
3	TACK COAT	GAL	50	\$	\$ /
4	PLACE HOT MIX ASPHALT (MISC. AREA)	FT <sup>2</sup>	18,400	\$	\$ /

**BID TOTAL: \$ \_\_\_\_\_ / \_\_\_\_\_**

## 5.2 PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is \_\_\_\_\_ (NOTICE: insert the words cash (\$), cashier's check, certified check, Bidder's Bond, as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposals as principals are as follows:

NOTICE: If the bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and/or manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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The bidder is licensed in accordance with an act providing for the registration of contractors:

License No.(s) \_\_\_\_\_  
Classification(s) \_\_\_\_\_

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct.

SIGN HERE:

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**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership; a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS:

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PLACE OF RESIDENCE:

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DATE:

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**5.4 BIDDER’S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ , as PRINCIPAL and \_\_\_\_\_ , as SURETY,

are hereby held and firmly bound unto County of Glenn, hereinafter called the Owner, in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to Owner, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, as foresaid, for certain construction specifically described as follows, for which bids are to be opened at the Owner’s Public Works office, 777 North Colusa Street, Willows, CA 95988, on OPENING DAY for Pavement Digout Services

NOW THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with Glenn County one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Principal

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Surety

Address:

\_\_\_\_\_  
\_\_\_\_\_

## 6 CONTRACT FORM

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2020, 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 *brief description of services to be provided*; 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. Contractor represents and warrants that Contractor 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. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor 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 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 of the non-exclusive professional services described in Exhibit "A" which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *provide brief scope of work description* ("Services").

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. 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 Contractor or furnish any other consideration under this Agreement and Contractor 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 Contractor 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. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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 *dollar amount in words* dollars (\$XXXXX.XX).** 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:**

*Department Contract Administrator*

*Address*

*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 and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. 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 annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, 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 under the general delegation set forth in section 4.004.030 of the Glenn County Code, 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: \_\_\_\_\_

By: \_\_\_\_\_

*[Name of Department Head]*

Authorized Representative

Deputy Glenn County Purchasing Agent

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