



REQUEST FOR
PROPOSALS
LOCAL ROAD SAFETY PLAN

Public Works Agency
777 North Colusa Street
Willows, CA 95988

March 22, 2022

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- I. Professional Services Agreement Sample
- II. Vendor Application
- III. Evaluation Criteria

CONTACT INFORMATION

Interested firms shall submit one (1) copy and (1) electronic version of their proposal Qualifications no later than **11:00 a.m. on April 19, 2022** to:

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

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

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

INTRODUCTION

The Glenn County Public Works Agency (County) is requesting proposals (RFP) for professional consulting services to develop the Local Roadway Safety Plan (LRSP).

The LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process creates a framework to identify and analyze safety problems and recommend safety improvements. Preparing a LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to a statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrated agency responsiveness to safety challenges. Starting on Highway Safety Improvement Program (HSIP) Cycle 11 (around April 2022) and on, a LRSP will be required for an agency to be eligible to apply.

This RFP seeks to secure a qualified consultant to prepare a LRSP that aligns with the California State Highway Safety Plan and the Federal Highway Safety Plan and it will serve as an important tool for saving lives and reducing injuries on local roadways. The LRSP shall evaluate the entire system to determine what improvements can be made to increase pedestrian and vehicle safety. The consultant selected will analyze the most recent 10-year collision history to identify areas of concern and propose countermeasures to prevent future collisions and injuries. This may include analyzing existing intersections, sight visibility issues, adequate lighting, horizontal and vertical roadway alignment, and recommended traffic calming devices to enhance the safety along major arterials and local roadways. The LRSP should be designed as a living document that will be updated to reflect changing needs and priorities.

Total amount payable to the Consultant shall not exceed \$50,000.

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.

BACKGROUND

Glenn County is located approximately halfway between Sacramento and Redding in Northern California, with a population of 29,032. 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

The Consultant selected shall provide all services to prepare and submit a Local Roadway Safety Plan. The Plan shall adhere to the guidelines set forth by Caltrans in the Local Roadway Safety Plan (LRSP) and Systemic Safety Analysis Report Program (SSARP).

Specifically, the Consultant selected will be required to complete the following tasks:

1. Project Management, Coordination & Documentation

The Consultant shall manage a kick-off meeting, deliverables including an agenda and meeting minutes. The Consultant shall establish a Stakeholders Group of interested stakeholders to provide input into the development of the LRSP. Composition may include Public Works Director, Assistant Engineer, as well as other interested stakeholders from education, law enforcement, and emergency response.

2. Review Documents and Collect Collision History Data

The Consultant shall review pertinent documents applicable to the LRSP, collect the last available 10-year collision history, review stakeholder input, and conduct field reviews. The County does not maintain a collision database, staff will coordinate with the Consultant to gather data.

3. Collision Data Analysis, Identify Countermeasures, and Propose Safety Projects

The Consultant shall analyze the collision data to identify predominant collision types and consider roadway characteristic to identify existing features that may have contributed to the collisions. The Consultant shall develop a recommended list of safety projects using the list of countermeasures developed. A cost/benefit ratio analysis shall be performed for these projects by using the most current Highway Safety Improvement Program (HSIP) calculation methodology.

4. Draft LRSP

The Consultant shall incorporate all data collected, along with input from stakeholders. Consultant will identify, recommend, and prioritize countermeasures. The Plans should include an 8 ½" x 11" conceptual exhibit, cost estimate and HSIP analyzer calculation for the top 3 safety projects. Provide a detailed summary of prioritized safety projects. The summary will include, but is not limited to, for each project: description of projects, location(s), vicinity map, type of safety improvement(s), estimated cost, and cost/benefit ratio. The projects may be either spot, systemic or comprehensive. The Local Roadway Safety Plan shall include the following sections:

- a. Executive Summary
- b. Engineer's Seal
- c. Introduction
- d. Statement of Protection of Data from Discovery and Admissions
- e. Safety Data Utilized (Collisions, Volumes, Roadway)
- f. Data Analysis Techniques and Results
- g. Highest Occurring Collision Types
- h. High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)

- i. Countermeasures Identified to Address the Safety Issues
- j. Viable Project Scopes and Prioritized List of Safety Projects
- k. Attachments and Supporting Documentation

5. Final LRSP

The Consultant shall incorporate all comments from the agencies and stakeholders and prepare a final plan. The Consultant shall provide three (3) hard copies and an electronic copy (on a flash drive) of the Final LRSP.

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 RFP 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: **11:00 a.m. on April 19, 2022**
- 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: Donald Rust
engineer@countyofglenn.net

Submittal Identification: The submittal package shall be clearly marked "Local Road Safety Plan"

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals 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

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

3. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost & schedule control and budgeting methodology for this project.

4. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule outlined in this proposal; however, expedited schedules are preferred with justification for timeline acceleration

5. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope or separate email from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review Process. Upon completion of the evaluation and selection process, only the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

CONSULTANT SELECTION PROCESS

After the period has closed for receipt of submittals, each Proposal will be opened and examined to determine compliance with the requirements specified in this RFP. Any Proposal that does not meet the format requirements will be eliminated from competition and returned to the consultant. The County may reject any Proposals if it is conditional, incomplete, or contains irregularities. The County may waive an immaterial deviation in a Proposals; however, the waiver shall in no way modify the RFP 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 Proposals: understanding of the scope of work, overall approach to providing the requested service, demonstrated history with similar scopes of work, quality and availability of proposed staff, references, and rate schedule.

The selection panel will review each Proposal that meets the format requirements. Panel members will individually evaluate each Proposal in accordance with the evaluation criteria shown herein. The panel members will meet to tally and average scores for each Proposal, then the Proposals 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 Proposal which, in the sole judgement of the County, best serves the County's interest. This RFP 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 Proposal 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 RFP 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 RFP which form the basis for the protest, and all documentary evidence relied upon.
3. Include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other 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: Donald Rust, 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 RFP process.

SCHEDULE OF WORK

An anticipated selection process schedule is shown below.

No.	Item of Work	Date
1	RFP Release	03/22/2022
2	Deadline for submission of written questions	04/05/2022
3	Proposal due date	04/19/2022
4	Evaluation of Submittals	late-April
5	Interviews/Negotiations	early-May
6	Notice of Contract award	mid-May

ADDITIONAL INFORMATION

For additional information, please contact Donald Rust at (530) 934-6530 or engineer@countyofglenn.net. All requests for information must be received by April 5, 2022.

ATTACHMENT I

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 consultant* (“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 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 Consultant 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 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. 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 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 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.

D. 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 Exhibit "B".

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 Contract Administrator
Address
Willows, California 95988
Telephone:

If to Consultant:

Consultant 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 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 and Consultant shall have the right to provide the same or similar services to entities other than County without restriction. 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 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. 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.

A. Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in

Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Consultant or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Consultant specifically acknowledges that County has not affirmatively represented to Consultant in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Consultant hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Consultant acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Consultant or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Consultant acknowledges that no Consultant or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.

28. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

CONSULTANT

By: _____
[Name of Department Head]

By: _____
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

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"/>		

ATTACHMENT III

EVALUATION SHEET

PROJECT: _____

CONSULTANT: _____

CRITERIA	MAX POINTS	SCORE
Understanding of the work to be done	10	
Experience with similar kinds of work	30	
Quality of staff for work to be done	25	
Feedback from references	15	
Familiarity with state, federal, and local procedures	20	
TOTAL	100	

EVALUATOR: _____

SIGNATURE: _____

DATE: _____