

GLENN COUNTY

Planning & Public Works Agency

P.O. Box 1070 / 777 N. Colusa Street
Willows, CA 95988
530.934.6530 Fax 530.934.6533
www.gcppwa.net



“It is our mission to model excellence in local government through accountability and fiscal responsibility”

John F. Linhart, Director

August 3, 2012

ADDENDUM TO BID DOCUMENTS: Number ONE

PROJECT TITLE: Willows-Glenn County Airport Wash Rack and Containment/Evaporation Pond Construction Project - AIP #. 3-06-0279-04

LOCATION: 125 County Road G, Willows, CA 95988

OWNER'S REPRESENTATIVE: JOHN F. LINHART

Listed below is supplement information to the Bid Documents for the project:

1. Draft Standard County Contract

2. Estimated Schedule

Release of Request for Proposal	July 31, 2012
Mandatory Pre-Bid Conference	August 9, 2012 @ 9:00 a.m.
Deadline for Submission of questions	August 17, 2012
County responds to questions	August 21, 2012
Bid Submission Deadline	August 27, 2012 @ 3:00 p.m.
Bid Openings	August 27, 2012 @ 3:05 p.m.
Bid Summary of Results	August 28, 2012 to August 29, 2012
Bid Evaluations	August 31, 2012 to September 7, 2012
Protest Period	August 31, 2012 to September 7, 2012
Award of Contract	September 10, 2012
Notice To Proceed	Upon Acceptance of Award
Contract Commencement Date	Within 5 days of Notice to Proceed
Completion of Project	Within 40 Days of Notice to Proceed

Please direct any questions pertaining to this addendum to:

Annette Chavez, CBO, Deputy Director
Glenn County Planning & Public Works Agency
777 N. Colusa Street
Willows, CA 95988
(530) 934-6530 FAX 934-6533

/s/ Annette Chavez

FOR: JOHN F. LINHART, Owner's Representative
Planning & Public Works Agency Director
Glenn County, California

cc: Valley Contractors Exchange, FAX (530) 343-3503
Shasta Builders Exchange, FAX (530) 221-2140
Sacramento Builders Exchange, FAX 916-446-3117
Sacramento Builders Exchange, Roseville FAX 916-782-4792
John F. Linhart, Owner's Representative

AGREEMENT BETWEEN THE COUNTY OF GLENN AND
(1) _____

County of Glenn
Planning & Public Works Agency
P.O. Box 1070
Willows, CA 95988
(COUNTY)

(CONTRACTOR)

This agreement is entered into between the County of Glenn ("County") and (2) _____ ("Contractor") for the purpose of (3) _____.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall (4) _____

2. RESPONSIBILITIES OF THE COUNTY

County shall (5) _____.

3. COMPENSATION

Contractor shall be paid the sum of (6) _____ after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT

Contractor shall submit to (7) _____ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) _____.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate (9) _____.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. LIMITATION OF LIABILITY

Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

12. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

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

agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

Exception: Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

13. INSURANCE

A. 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.

B. 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 contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. 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.

D. 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. Contractor's insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

14. FORCE MAJEURE

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor's reasonable control.

15. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

16. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Glenn County Planning & Public Works Agency
P.O. Box 1070
Willows, CA 95988

If to Contractor:

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

17. APPLICATION OF LAW

This Contract shall be governed in accordance with all the laws of the State of California.

18. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

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

DATED: _____

CONTRACTOR

COUNTY OF GLENN

John Linhart, Director
Approved as to Content and Fund Availability

Tax Identification Number

APPROVED AS TO FORM:

HUSTON T. CARLYLE, JR., County Counsel
Glenn County, California