



REQUEST FOR PROPOSALS

For

PROFESSIONAL HYDROGEOLOGIC EVALUATION SERVICES ON AN AS-NEEDED BASIS

FINAL DATE TO SUBMIT
FEBRUARY 9, 2023 AT 3:00 PM

GLENN COUNTY PLANNING & COMMUNITY DEVELOPMENT SERVICES AGENCY
225 N. TEHAMA STREET
WILLOWS, CA 95988
(530) 934-6540

REQUEST FOR PROPOSALS (RFP)

PURPOSE

Glenn County seeks proposals from persons and/or firms that have a California Licensed Professional Geologist or Engineer with a Certified Hydrogeologist Specialty Certification. The consultant would conduct hydrogeologic studies for certain environmental conditions to assess the impact of constructing a Non-Exempt Well(s) and/or proposed groundwater transfers utilizing new or existing wells. A Non-Exempt Well is defined as follows:

A water well that pumps more than 2 acre-feet per year and is not a well that exclusively provides groundwater to a public water supply system as defined in section 116275 of the Health and Safety Code.

Interested parties may obtain a copy of the RFP at the offices of the Glenn County Planning and Community Development Services Agency offices, 225 N. Tehama St., Willows, CA 95988.

SCOPE OF SERVICES

Conduct hydrogeologic studies for certain environmental conditions to assess the impact of constructing a Non-Exempt Well(s) and/or proposed groundwater transfers utilizing new or existing wells. The consultant shall make recommendations to protect the groundwater of Glenn County and determine if:

1. The extraction of groundwater from the well will likely interfere with the production and function of existing nearby wells.
2. The extraction of groundwater from the well will likely cause subsidence that would adversely impact or damage nearby infrastructure or cause exceedance of Groundwater Sustainability Plan minimum thresholds for land subsidence.
3. The extraction of groundwater from the well will likely cause groundwater level declines that will cause exceedance of Groundwater Sustainability Plan minimum thresholds for groundwater levels.
4. The extraction of groundwater from the well will likely cause exceedance of Groundwater Sustainability Plan minimum thresholds for water quality.

Recommend mitigative measures that would likely eliminate impacts to nearby wells, infrastructure, groundwater levels and water quality with potential maximum pump specifications (Ex. Horizontal distance increased, first screen depth increased, maximum screen depth decreased, annular seal depth increased, intermediate seals etc.).

Interface with permit applicants, county staff and conduct field inspections, present reports and data at meetings. Glenn County work hours are Monday thru Friday 8am – 5pm excluding holidays approved by the Board of Supervisors.

Review application package for compliance with county and state ordinances, the corresponding Groundwater Sustainable Plan, and all other applicable laws.

Reports shall be submitted in a format agreed upon with Glenn County. The report may include but not be limited to GIS files, Excel files and water sample results.

Consultant, upon request of Glenn County, shall provide reports, comments and recommendations within 45 days of application submittal.

Consultant, upon request of Glenn County, shall attend any required meetings connected with the application and/or field inspections

SUBMITTAL REQUIREMENTS AND DEADLINE

Interested parties shall submit one bookmarked electronic copy and three (3) bound copies of their proposal to the following office no later than **3:00 p.m. on February 9, 2023:**

Glenn County Planning & Community Development Services Agency
Attn: Kevin Backus, Director Environmental Health
225 N. Tehama Street
Willows, CA 95988

Emailed electronic copies are acceptable provided that the bound copies are submitted prior to the submittal deadline. All questions related to the submission of the proposal shall be directed to Environmental@countyofglenn.net by January 20, 2023. Questions will be answered via addenda to the RFP two weeks prior to the submittal deadline; however, Glenn County reserves the right to decline to answer any and all questions.

Prior to the review of submitted proposals, Glenn County does not intend to meet with prospective consultants. Following the review of submitted materials, Glenn County may contact certain consultants with questions or clarifications.

Proposals submitted by consultants shall contain the information identified in this RFP. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive and will be rejected. Responses sent by telephone or facsimile will not be accepted. It is the sole responsibility of each prospective consultant to ensure that its proposal reaches Glenn County by the time and date specified. Once opened, all responses become public record and will be available to the public for review. **Each respondent is responsible for all their expenses incurred during the RFP process.**

Upon successful negotiations with a consultant, the Professional Services Agreement, attached as Appendix A, will be presented to the County Board of Supervisors for consideration of approval and execution, at which time the consultant's services will begin immediately.

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

Glenn County reserves the right to amend this RFP by addendum prior to the final submittal date. Any addenda to the RFP will be distributed through the Glenn County website. It is the consultant's responsibility to monitor Glenn County's website for possible addenda related to this RFP. Consultants submitted proposals will acknowledge receipt of all addenda.

TENTATIVE PROJECT SCHEDULE

Distribute RFP's:	December 21, 2022
Proposals Due:	February 9, 2023; 3:00 pm
Proposals Rated / Ranked:	Week of February 13, 2022
Interviews:	Week of February 27, 2023
Anticipated Consultant Contract Award:	By March 21, 2023

PROPOSAL FORMAT

The County requires proposals for the Scope of Work specified herein. The consultant's submittal is limited to a maximum of 25 pages not including the cover letter, sheet dividers, or items included in an Appendix. A sheet is defined as an 8.5" x 11" sheet single sided or an 11" x 17" sheet single sided, with minimum 1/2" margin on all sides, and minimum 12-point font (any style). To conserve paper, sheets may be printed double sided.

Proposals will be reviewed and ranked based on the criteria listed below:

i. Letter of Introduction

Briefly describe the firm; and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitments made in the proposal.

ii. Experience and Qualifications

1. Identify known team members and include a complete listing of all names, phone numbers, and email addresses for everyone listed.
2. Describe relevant experience and qualifications of key individuals that may be involved in providing or developing such services. Provide resumes for all principals and for proposed key personnel. Please provide any experience in conducting hydrogeologic studies to assess the impact of constructing a Non-Exempt Well(s) and/or groundwater transfers utilizing new or existing wells.
3. Describe ability to perform the Scope of Services efficiently and in accordance with the requirements of the County, State, and Federal regulations.
4. Describe past performance in completing service contracts similar to this in scope, size, and complexity and the respondent's timeliness and accurate completion of services within budget.
5. Attach recent examples of any similar reviews conducted by proposed (NOTE: All names, address and other I.D. should be blacked out or otherwise deleted from example reviews.)

iii. References

Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications.

iv. Rate and Service Structure

1. Fee Structure for Application Review:

a. Indicate fee for application review fee of a first-time review and re-check. This fee should include shipping and courier service if needed; however, Glenn County's expectation is that reviews will be done electronically.

b. Indicate fee to provide expedited application review consisting of a first-time review.

2. Fee Structure for Personnel

a. Hourly Rates for all involved staff

i. If an additional charge is assessed for mileage, indicate charge per mile. Also detail any minimum hourly requirements. Otherwise, this rate should be an all-inclusive rate for all personnel.

3. Number of Working Days for application review turnaround times:

a. Indicate the turnaround time in terms of working days for a first-time review/comments. This turnaround time should be measured from the time an application is received and sent back.

b. Indicate the turnaround time in terms of working days for recheck and application review comments. This turnaround time should be measured from a time an application is received and sent back.

4. Number of Working Days for **expedited** application review turnaround times:

a. Indicate the turnaround time in terms of working days for a first-time expedited application review/comments. This turnaround time should be measured from the time an application is received and sent back.

b. Indicate the turnaround time in terms of working days for expedited recheck/comments. This turnaround time should be measured from the time an application is received and sent back.

WITHDRAW OF PROPOSAL

A proposal submitted in advance of the submission deadline may be withdrawn by a written request signed by a proponent. Such request must be delivered to the Glenn County Planning and Community Development Services Agency at the addressed or email listed in the Submittal Requirements and Deadline Section of this RFP prior to the submission deadline date. The withdrawal of a proposal will not prejudice the right of the proponent to submit a new proposal, providing there is time to do so.

WAIVER AND RIGHTS OF THE COUNTY

After review of the RFP submittals, the County, in its sole discretion, may invite one or more respondents for interviews, or may choose not to proceed with an interview. There is no guarantee that the County will decide to move forward with any proposal based on the RFP submittals. The County reserves the right to reject any or all proposals. The Consultant waives all rights to seek legal remedies regarding any aspect of the RFP and the County's selection process, upon the submittal of a response to the RFP. The County reserves the right, at its discretion, to pursue any or all of the following actions related to this RFP:

- Request additional information and/or clarification of the proposal.
- Negotiate an agreement solely on the basis of the original proposal.
- Negotiate an agreement on the basis of additional information supplied.
- Issue subsequent RFP's based on refinement of concepts proposed in response to this RFP.
- Issue addenda to the RFP. Addendum or addenda will be posted at the following website: <https://www.countyofglenn.net/govt/bids>

FEES, INSURANCE, INDEMNIFICATION AND CONTRACT

Below and incorporated as Appendix A into this RFP are the provisions for insurance, indemnification, and other contract related items the selected Consultant will need to meet and provide.

APPENDIX A

INDEPENDENT CONTRACTOR AGREEMENT (TASK ORDER)

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2023, 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 services to conduct hydrogeologic studies for certain environmental conditions to assess the impact of constructing a Non-Exempt Well(s) and/or proposed groundwater transfers utilizing new or existing wells.; 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 the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include *Briefly Describe Services to be Provided*. (“Services”). The specific services to be provided shall be identified in Task Orders which shall be submitted to Contractor for approval from time to time during the term of the Agreement. Contractor shall have thirty (30) days after receipt within which to accept or reject the Task Order. Acceptance of a Task Order shall be evidenced by Contractor signing and returning the Task Order to County. Such acceptance shall be deemed an amendment under the provisions of this Agreement.

2. Term. Services under this Agreement shall commence on *[date]*, and shall continue until *[date]*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement. Contractor shall commence work within seven (7) days of receiving each Task Order and shall work diligently and in good faith to complete those services in an expeditious manner.

3. Compensation.

A. The total amount payable under this Agreement shall not exceed the sum of *Dollar Amount in Words (\$XX,XXX.XX)* during the term of the Agreement. The County shall make no payment to 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. 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. County shall compensate Contractor for the services described in each Task Order on a Time and Materials basis at the rates set forth in Exhibit B.

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

D. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County's Representative or his or her designee and shall be reimbursed in accordance with the County's Reimbursement For Expenses policy set forth in Chapter 7.02 of The Book of Administrative Policies and Procedures of the County of Glenn.

E. 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. County's Representative. County hereby designates *[Name of County Representative]*, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates *[Name of Contractor's Representative]*, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. 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.

8. 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.

9. 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.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies,

drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not

otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. 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 subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (*Not required if Contractor certifies that it has no employees*).

Contractor certifies that it has no employees: _____
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. 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 this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors 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 subcontractors 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.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. 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, subcontractor 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.

16. 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.

17. Prevailing Wages.

A. Contractor 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, Contractor 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. Contractor 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 Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to Contractor 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, Contractor 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. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor 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. Contractor acknowledges that no contractor 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, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. 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.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. 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.

22. 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

27. 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.

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

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

30. 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.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. 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.

34. 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.

35. 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.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

38. 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

CONTRACTOR

By: _____
[Name of Department Head]
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

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

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Task Order Form

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT C
TASK ORDER FORM

TASK ORDER
No.

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

SCOPE OF WORK:

Contractor shall provide the following professional services:

BUDGET:

The cost for Contractor's services described herein shall not exceed \$_____. If this amount causes the total aggregate amount of all Task Orders issued under this Agreement to exceed *Amount in Words (\$XX,XXX.XX)* dollars, this Task Order shall be void as to any amount over *Amount in Words (\$XX,XXX.XX)* dollars unless authorized by the Glenn County Board of Supervisors.

COMPENSATION:

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

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

SCHEDULE:

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

INSURANCE:

Contractor confirms that the insurance coverage required by the Independent Contractor Agreement between Glenn County and *Name of Contractor* dated _____, is still in full force and effect.

COUNTY OF GLENN

CONTRACTOR

By: _____
[Name of Department Head]
Deputy Glenn County Purchasing Agent

By: _____
Authorized Representative
Title: *Name/Position of firm officer*

APPROVED AS TO FORM:

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