COUNTY OF YUBA
REQUEST FOR QUOTE

Packard Facility Exterior Painting Project

PROPOSAL DUE DATE:

Wednesday, March 22nd 2017
By 5:00 p.m. PST

Questions shall be directed to:
Andrea Armstrong at:
Aarmstrong@co.yuba.ca.us
530-749-7880

Release Date 3-2-2017

The County of Yuba is requesting a quote for the following painting services at the Yuba County Health and Human Services facility located at 5730 Packard Avenue, Marysville, CA 95901:

This Request for Quote (RFQ) is intended to award a contract for all work to be completed as detailed herein.

Project Start Date:	Est. April 21, 2017 (or as mutually agreed)
Invitation for Bid Released:	Thursday, March 2, 2017
Pre-Bid Conference and Site Walk:	Wednesday, March 8, 2017 Meet at the flag pole by main entrance
Deadline for all Questions:	3:00 pm on Friday, March 17, 2017 Email all questions to aarmstrong@co.yuba.ca.us
Bid Deadline:	Wednesday, March 22, 2017 at 4:00 pm PST
Final Contract Executed by:	April 14, 2017
Bid Submission Address:	County of Yuba Administration Services 915 8th Street, Suite 119 Marysville, CA 95901

BID FORMAT
Bids must be sealed and marked "Sealed Bid – Do Not Open: Packard Painting Project".
Bid documents and any addenda can be found at:
http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx

PRE-BID CONFERENCE AND SITE VISIT
Contractors will have the opportunity to participate in a Pre-Bid Conference and Site Walk at the advertised dated and time and location. No other time will be available for bidders to formally evaluate the site conditions since the location has scheduled activities; although the building exterior may be reviewed at any time.

Attendance at this conference and site walk is recommended but not required. All bidders are expected to be familiar with the project, state and local requirements and specifications including wage and submission requirements of the Department of Industrial Relations (DIR) and to submit bids that are informed and accurate.

Bidders must be actively licensed as Contractor by the State of California Licensing Board (CSLB) for a minimum of (5) five consecutive years. Bids submitted by Contractors who do not meet the minimum requirement for licensing will be rejected.

DEADLINE FOR QUESTIONS
At the County's discretion, no questions will be accepted after the advertised date and time. Questions and responses will be posted on the County website.

I. SCOPE OF WORK

PAINT EXTERIOR OF FACILITY USING SAME OR SIMILAR PAINT BRAND AND COLOR AS EXISTING; INCLUDES ALL CONCRETE WALL AND METAL SURFACES.

County requests THREE pricing alternatives (see Exhibit F drawing of facility):

1. Paint the entire facility
2. Paint the west faces and the two ends of the facility (red and green in Exhibit F)
3. Paint only the west faces of the facility (red section in Exhibit F)

A. Exterior textured concrete tilt-up walls: Paint Brand: Pittsburg Paint available from Sherwin Williams (or equivalent) 100% Acrylic exterior-grade paint, 15 year, flat; colors to match existing palette.

B. Seal all cracks over ½ inch in exterior walls prior to painting with Sherwin Williams Elastomeric Patch (or equivalent) Patch Cracks: WL700GLSB - Masonry Patch and Seal Brush-Grade, Smooth.

C. Prior to painting, seal any smaller cracks or holes with suitable caulk per manufacturer's specifications.

D. Prepare and re-paint metal awning frame at Yuba Works main entrance.

- Use Primer: B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White (or equivalent)
- Coat 1: B71W00211 - Bond-Plex Water based Acrylic Coating Extra White/Tint Base (or equivalent)
- Apply per manufacturers specifications. Color to match existing.

E. Prepare and re-paint metal solar conduit cover.

- Primer: B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White (or equivalent)
- Spot prime where needed.
- Coat 1: B66W00501 - Pro Industrial Multi-Surface Acrylic Flat (or equivalent)
- Apply one coat per manufacturer's specifications. Color to match existing.
- Coat 2: B66W00501 - Pro Industrial Multi-Surface Acrylic Flat (or equivalent)
- Apply second coat per manufacturer's specifications. Color to match existing

F. Prepare and re-paint metal roll-up delivery door.

- Primer: B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White (or equivalent)
- Spot prime where needed.
- Coat 1: B66W00501 - Pro Industrial Multi-Surface Acrylic Flat (or equivalent)
- Apply one coat per manufacturer's specifications. Color to match existing.
- Coat 2: B66W00501 - Pro Industrial Multi-Surface Acrylic Flat (or equivalent)
- Apply second coat per manufacturer's specifications. Color to match existing.

G. Prepare and re-paint 4 metal 'man-doors:'

(1) Shipping/receiving door,
(2) Dispatch door,
(3) Peach Tree Pharmacy rear door,
(4) Peach Tree Clinic man-door.

a. Primer: B66W00310 - Pro Industrial Pro-Cryl® Universal Acrylic Primer Off White (or equivalent)
b. Spot prime where needed.
c. Coat 1: B66W00501 - Pro Industrial Multi-Surface Acrylic Gloss (or equivalent)
d. Apply one coat per manufacturer's specifications. Color to match existing.
e. Coat 2: B66W00501 - Pro Industrial Multi-Surface Acrylic Gloss Extra White (or equivalent)
f. Apply second coat per manufacturer's specifications. Color to match existing.

H. Do not remove awning frames from facility. Paint around them in-place.

I. Paint around Knox Boxes, push plates, speaker boxes, card readers, etc. Do not remove.

J. PAINTS AND COATINGS - GENERAL

a. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
b. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
c. Supply each coating material in quantity required to complete entire project's work from a single production run.
d. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

K. PAINT SYSTEMS - EXTERIOR

a. Paint all exterior concrete and masonry surfaces unless otherwise indicated.
   1. Preparation as specified by manufacturer.
   2. Two top coats shall be applied unless otherwise indicated.
      *For any bare surfaces, one coat primer recommended by manufacturer.

L. EXAMINATION

a. Do not begin application of coatings until substrates have been properly prepared.
b. Verify that surfaces are ready to receive paint as instructed by the product manufacturer.
c. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

M. PREPARATION

a. Clean surfaces thoroughly and correct defects prior to coating application.
b. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

c. Remove or mask surface appurtenances including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
d. Seal surfaces that might cause bleed through or staining of topcoat.
e. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
f. Concrete and Unit Masonry Surfaces to be painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
g. Previously Coated Surfaces: Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.
    - Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal may be required.
h. Exterior walls: Must be clean and free of any loose material. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon.
i. High-and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard (SSPC-SP12/NACE No.5)

O. APPLICATION

a. Apply products in accordance with manufacturer's instructions.
b. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
c. Apply each coat to uniform appearance.
d. Sand wood and metal surfaces lightly between coats to achieve required finish.
e. Vacuum clean surfaces of loose particles as necessary. Use tack cloth to remove dust and particles just prior to applying next coat.
f. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

P. CLEANING

a. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

Q. PROTECTION

a. Protect finished coatings until completion of project.
b. Touch-up damaged coatings after Substantial Completion.

II. SITE TOUR/BID WALK

While the County can't make the walk-through mandatory, it is strongly advised you participate. The site walk is scheduled for Wednesday, March 8th at 9:30 a.m. Please meet at the flag pole located outside of the main HHS entrance to the Packard facility.

III. ADDITIONAL REQUIREMENTS

a. **Subcontractors and Key Personnel**. Proposal should include the names all of subcontractors and key personnel. Once contracted, no portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing support relationship with the provider and that may include an assigned contractor(s). Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.

b. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.

c. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.

d. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.

e. All work performed shall be to the acceptance of the County or its authorized representative.

f. A sample Professional Services Agreement is provided as Exhibit G for your review.

g. If contractor has any reservations or concerns with any term or clause in the agreement please note such in your response.

h. Contractor shall furnish to the County, *upon award of contract,* a certificate of insurance naming the County as an additional insured party in amounts requested by County (in Attachment A) and maintain such insurance during term of contract.

i. All Contractor employees and subcontractors that will be *entering* the facility must have a background check completed. A live scan DOJ background check shall be completed, and results received by Yuba County Personnel Department prior to employee working on site. Contractor should have sufficient personnel background checked to cover for emergency services, vacations etc. In the case the Contractor does not have a background

checked employee to provide services, the County must provide an escort at all times, and costs associated with this may be charged to the Contractor, and Contractor agrees to pay any such costs. Contractor shall coordinate with COUNTY to ensure reports will be received by COUNTY.

j. The Contractor/Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor/Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

k. All work performed must meet the following:

    a. American National Standards Institute/Builders Hardware Manufacturer Association (ANSII)
    b. California Building Code (CBC), California Code of Regulations Title 24 Part 2 Volume 1 & 2: Chapter 10 Means of Egress and Chapter 11B Accessibility to Public Buildings, Public Accommodations, Commercial Buildings…
    c. California State Fire Marshal (CSFM)
    d. Local Building Codes

l. Warranty coverages shall be specified.

m. Contractor must possess a C-33 Painting and Decorating Contractor's license.

n. Proof of continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).

o. Contractor must have direct experience conducting work in similar scope and implementation on at least three projects of equal or greater scope

p. All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Facilities Manager who may modify as necessary. No additional costs shall be incurred by the County for any work schedule modifications unless additional work is requested and is approved by both parties in writing.

q. The Contractor shall plan and conduct work in a manner that will safeguard all persons from injury in accordance with Cal OSHA regulations and shall take precautions required by all other applicable government regulations.

r. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contract employees are to adhere to basic public works standards for working attire including: uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.

s. All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

t. Work shall be performed anytime at the contractor's discretion with the exception of areas adjacent to public or private doors and entryways. These areas must be painted outside of normal business hours (M-F, 7:00 a.m. - 6:00 p.m.).

IV. PROPOSAL SUBMISSION REQUIREMENTS

The following must be included with your proposal:

- ☐ Attached Exhibits A through E (or a reasonable facsimile of each) with original signatures.
- ☐ Detailed Estimate and Scope of Work
- ☐ Project Schedule showing the critical path and dependencies
- ☐ Workers Compensation History (or letter stating years of continuous coverage)
- ☐ Copy of all licenses, certifications and insurance coverages

If you have any questions, please submit those in writing to the email or address indicated above no later than Friday, March 17th. Questions via telephone will only be answered in writing. All written responses will be posted as an addendum via email and on the County website.

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

V. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Contractor whose proposal is considered the ***best value*** to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide the required services.
2. Contractors' understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP.
4. Record of Past Performance (Reference and other pertinent checks)
5. Integrity
6. Compliance with public policy
7. Financial terms of proposal.
8. Fiscal soundness of firm.
9. Completeness and professionalism of submission.
10. Submissions which are deemed incomplete may be eliminated as not being responsive.

11. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
12. A 'Responsible Contractor' shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
13. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

Thus the result will not be determined based solely on price. Although price is a key factor, the County will consider awarding the contract to the Contractor that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

VI. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of one (1) year. We anticipate the work to be completed within 4 months of contract execution.

b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete a Professional Services Agreement. Actual work and work schedule will be coordinated with the County Facilities Manager.

c. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract will incorporate the appropriate terms and conditions from this solicitation.

d. **References.** Proposal must include a Statement of Experience and three (3) references including contact information from projects similar to ours which we may contact as references.

e. **Questions.** All questions should be submitted to the contact in item K (below) and should be submitted in writing prior to ***Friday March 17th at 5:00 p.m.***

f. **Amendments and Addenda.** It is the responsibility of the Contractor to ensure their proposal includes any addenda or notices posted to the following website. This website contains the most up to date information. http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx

g. **Submittal Instructions.** Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. TWO proposals must be submitted in a sealed envelope, clearly

marked ***"Packard Painting Project"*** to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
Suite 119
915 Eighth Street
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Wednesday March *22nd, 2017 at 5:00 pm PST*.** A proposal may be withdrawn by written request received from the County prior to the time set for the closing date. Please provide two hard copies of your proposal.

i. **Equal Employment Opportunity (EEO) Clause**. Contractor must agree to comply with the Executive Order 11246 of September 24, 1965 ensuring compliance with the Federal Equal Employment Opportunity rules, regulations, and orders by the Secretary of Labor and all pertinent and related requirements.

j. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.

k. **Contact Information.** Andrea Armstrong, Purchasing and Contracts Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service by the date and time listed above in item 'h' or indicated on any posted addendum. Responses will be returned in writing and/or posting online and only those answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted on the County web site and shared with all participants, applicants and Contractors. Andrea's contact information is: email aarmstrong@co.yuba.ca.us, fax 530-749-7884, direct line phone number is 530-749-7882. **Questions posed to any other member of County Staff may result in disqualification.**

EXHIBIT A – BIDDERS STATEMENT

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

_____
Complete Legal Name of Company

_____ _____
Business Address Phone Number

_____
City, State, Zip

_____
Printed Name Of Authorized Agent (Title)

_____ _____
Signature of Authorized Agent Date

_____
Federal Identification Number

_____
DUNS Number

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

☐ BIDDER does not propose to subcontract the work.

☐ BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT C – LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____
   Name and Address of Owner

   _____
   Name and Telephone Number of Person Familiar with Project

   _____ _____ _____
   Contract Amount Type of Work Date Completed

2. _____
   Name and Address of Owner

   _____
   Name and Telephone Number of Person Familiar with Project

   _____ _____ _____
   Contract Amount Type of Work Date Completed

3. _____
   Name and Address of Owner

   _____
   Name and Telephone Number of Person Familiar with Project

   _____ _____ _____
   Contract Amount Type of Work Date Completed

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

Description	Total Costs
Pricing to paint the entire exterior of the facility	$
Pricing to paint the south face and the two ends of the facility (red and green of Exhibit F)	$
Pricing to paint only the south face of the facility (red sections on Exhibit F)	$

Additional information we may need to take in to account when reviewing your proposal:

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT E

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

STATE OF CALIFORNIA)
COUNTY OF YUBA)

_____, being first duly sworn, deposes and says that he or she is
(Name)

_____
(Position Title)

_____
(The Bidder/Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or any other bidder, or to fix any overhead profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract that all statements contained in the bid are true and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE: _____ BY: _____
(Person signing for Bidder)

Subscribed and sworn to (or affirmed) before me on this _____day of _____, 20_____, by the person named above, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
(Notary Public)

(Notarial Seal)

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT F – FACILITY MAP

EXHIBIT G

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Final Contract will incorporate appropriate terms from the solicitation documents

THIS AGREEMENT for (Work description and location) ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

"CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date:

Termination Date:

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The COUNTY'S Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. Name, Title is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2017.

"COUNTY" COUNTY OF YUBA	"CONTRACTOR"
_____ Doug McCoy, Purchasing Agent	_____ Name, Title

INSURANCE PROVISIONS APPROVED

_____
Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1 Work to be completed

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed ($); CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ($) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.6 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data,

computer programs or software and source code, documents developed or modified under this Agreement.

C.8 HAZARDOUS MATERIALS. CONSULTANT shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONSULTANT shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.9 DEBARMENT. COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.10 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.11 CERTIFICATIONS AND LICENSING. CONTRACTOR shall hold and maintain the California Contractors State License Board contracting license for , contractor's license number.

C.12 PREVAILING WAGE. Pursuant to Section 1700, and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The CONTRACTOR shall forfeit, as penalty to the County of Yuba, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any sub consultant under him, in violation of the provision of such Labor Code.

C.13 SB854 REQUIREMENTS. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with DIR pursuant to Labor Code section 1725.5.

COUNTY OF YUBA

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the

California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

> **D.11.1** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
>
> CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR

agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.15 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.16 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.17 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

> **D.17.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **D.17.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.18 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.19 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.20 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.21 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.22 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.23 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.24 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.25 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.26 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.27 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.28 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Business Name
Attn:
Address
City, CA Zip

COUNTY OF YUBA

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. 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.

E.1.3. 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 provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. 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 contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all

required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.