

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

Design and Construction of S-18 Fan Station and E-19 Exhaust Fan Replacement



PROPOSAL CLOSING DATE:

***Friday, August 9th, 2018
at 5:00pm PST***

The Facilities Division of Yuba County Administrative Services Department is accepting design-build proposals from licensed mechanical contractors to replace air handler unit S-18 and exhaust fan unit E-19 located in the basement level of the Yuba County Courthouse, 215 5th Street, Marysville, CA 95901. Design-build proposals may include new equipment to be installed in same interior location or County will entertain proposals for new equipment to be installed outside at ground level near current location.

Project Start Date: Est. October 2018 (or as mutually agreed)

Invitation for Bid Released: Friday July 13th, 2018

Pre-Bid Conference and Site Walk: Tuesday, July 17th, 2018 at 10:30am
Meet at the flag pole by main entrance

Deadline for all Questions: Friday, July 27th, 2018 at 3:00 pm PST
Email all questions to tmccoy@co.yuba.ca.us

Bid Deadline: Thursday, August 9th, 2018 at 4:00 pm PST

Final Contract Executed by: Thursday, October 4th, 2018

Bid Submission Address: County of Yuba Administration Services
915 8th Street, Suite 119
Marysville, CA 95901

BID FORMAT

Bids must be sealed and marked “S-18 Design Build 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 WALK

There will be a mandatory inspection on (Tuesday, July 17th, 2018) at 10:00 am. Site visit will begin at the courthouse main entrance outside on 5th Street. Proposals will not be accepted from firms that do not attend as they would not be responsible bids.

The site inspection shall provide the bidders the opportunity to field verify existing conditions, existing equipment locations and types, and any other condition that may affect the work, including access, and availability of spaces. The bidder’s proposal shall include all costs to execute the scope of work, including but not limited to, removal/replacement of equipment, interferences, mounting, fit-up, installation and testing/commissioning of equipment, systems and interconnecting wiring and all labor, associated materials, permits and fees, insurance, contingency, overhead, and profit.

DEADLINE FOR QUESTIONS

No questions will be accepted after the advertised date and time. Questions and responses will be posted on the County website.

SCOPE OF WORK:

DEMOLITION:

1. Remove and dispose of existing air handling unit S-18; a 20,800 cfm basement AHU and all associated devices.
2. Remove and dispose of existing exhaust fan unit.

NEW MATERIALS AND WORK TO BE COMPLETED:

1. Provide and install new air handling unit to be located either in the existing location inside the Yuba County Courthouse; or we will entertain alternate locations outside the building yet adjacent to the area of need that may speed installation and/or ease ongoing maintenance. Must include a secure enclosure (opaque fencing, CMU or other). Please explain your suggested install location in your response and the reasoning behind the recommendation.
2. Provide and install new 21,000 cfm chilled water AHU custom unit with matching dimensions to the existing ductwork layout if installed at the interior location, or to new ducting if installed at the alternate outside location that would then connect to the existing interior ducts.
3. Provide and install new exhaust fan unit of required and appropriate size and flow.
4. S-18 shall have a 7.5 hp supply fan with premium efficiency motor, supply airflow 21,000 CFM at 2" wc static, cooling coil shall have minimum 550 MBH, EWT/LWT 42/52F, EAT 88DB/67WB, LAT 55DB/50.5WB, 4" pipe connection.
5. Both air handling units shall have coatings appropriate for outdoor installation (if necessary).
6. Include all required electrical and controls connections.
7. Associated condenser water piping, return and supply air ducts from point of connection to new units shall be included.
8. Provide proper condensate trap, piping, and drain.

9. Replacement of 19 associated re-heat coils in basement and thermostats in office spaces. Current coils are pneumatic. New coils shall be electronic. All new wiring shall be included. Connection to existing piping and ducting in basement shall be included.
10. Insulation shall be included.
11. Units shall be pre-equipped with the ability to connect to County's BAS controls. Controls are the Siemens Talon system.
12. Test and final balancing shall be included.
13. Start-up and commissioning plans shall be included.
14. Any required pad, mounting, and/or enclosure shall be included.

ADDITIONAL CONDITIONS AND REQUIREMENTS:

1. Response shall include estimated time for completion of engineering services and an engineer's estimate.
2. A rough sketch drawing is required with your proposal to give the Evaluation Committee an idea of the engineer's approach for the demolition and installation.
3. All applicable building and industry codes shall be met by the successful bidder in performance of the work. The successful bidder shall be responsible for regulatory inspections, as required.
4. The successful bidder shall be responsible to provide any bonding or insurance requirements identified in the Professional Services Agreement (see Exhibit E, Attachment D).
5. Any required shutdown or outage requirements shall be identified in bidder's proposal. Any loss of service must be minimized and coordinated with facility to minimize disruption of operation.
6. All specified engineering and equipment submittals shall be made and approved by County prior to equipment ordering.
7. The successful bidder shall be responsible for all engineering, equipment specification, procurement, removal of existing equipment and interference's, installation of new

equipment, power supply, testing, commissioning and startup, unless specifically otherwise provided for by County. All specified engineering submittals shall be made and approved by County prior to equipment ordering.

8. Please indicate proposed project timeline and estimated time of completion.
9. Work may be performed during normal business hours unless normal county business functions are disturbed or interrupted. Limited daytime interruptions may be accommodated, but must be coordinated with County's Facilities Division.
10. If a crane lift becomes necessary, the Contractor shall be responsible for contacting and coordinating with the City of Marysville for any required traffic control resulting from the use of a crane.
 - a. The crane lift of the unit shall be done after business hours or on a weekend.
 - b. If a crane lift is performed, the insurance and safety & pick plan must be coordinated with the County to ensure any risk is minimized (i.e., area under lift pattern, etc.).
11. Quote shall be prevailing wage rate and shall include any required overtime or after-hours work. Certified Payroll is required. Contractor must be prepared to submit certified payroll reporting to the State as required.
12. Subcontractors and Key Personnel. 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.
13. Background Checks. The County may require background checks of any personnel with unrestricted access to county physical sites. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. Any successful bidder may be disqualified if they or their employees or subcontract employee's cannot pass the security clearance process.
14. Bidder must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
15. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.

16. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
17. Contractor shall furnish to the County, upon award of contract, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract. (See Attachment E in Exhibit E)
18. Vendor shall provide all equipment, tools and materials.
19. Building permits and associated fees will be required.
20. Contractor responsible for contacting USA to mark any nearby underground utilities before commencing work (if required).
21. Contractor shall provide 1-year workmanship and 5 year materials warranty.
22. Contractor shall meet County's indemnification requirements.
23. County reserves the right to accept any or all proposals, or reject all proposals.
24. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
25. 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 Code section 1771.1(a)].
26. The successful bidder shall provide operations and maintenance training for the facility staff for new equipment.
27. The successful bidder shall provide all standard operations, maintenance requirements and recommended spare parts manuals for new equipment.

If you have other capabilities we should know of, please feel free to include them in your response and they will be considered as alternate capabilities; but will have no bearing on the selection. Choosing to omit specific tasks above shall not necessarily disqualify any bidder.

I. PROPOSAL DOCUMENT INSTRUCTIONS

Proposals must include the following:

1. A Cover Letter / Executive Summary, including:

A brief statement as to the proposer's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the work. Highlight any of the requirements in the Scope of Work you are not able to accommodate.

2. A Signature of the authorized representative of the bidder.
3. References:
Provide references from three clients with whom you have done similar work. Please explain the scope or work performed and any particular successes or challenges you faced.
4. Recommendation of proposed location and how placement and operation would be addressed, including a mock drawing.
5. Timeframe for completion of the engineering drawings.
6. Make sure Exhibits A, B, C, and D (or a reasonable facsimile) are included and complete.

II. PROPOSAL SUBMITTALS

Include the following with the proposal in this order:

1. Proposal to include all items indicated in Section I
2. Detailed Cost Estimate
3. Attached Exhibits A through D (or a reasonable facsimile of each)

III. EVALUATION CRITERIA

Awards shall be made to the lowest responsible, responsive bidder or the bidder whose qualifications best meet agency/department needs. A responsible bid or proposal is one that has demonstrably met the following criteria in the solicitation:

1. Capacity to perform
 - Fiscal
 - Physical
 - Experience
 - On schedule
 - Previous County experience
2. Ability to comply with all applicable laws and regulations
 - Licenses
 - Insurance
 - Bonding

A responsive bid or proposal is one which adequately meets all solicitation requirements. To be responsive, the bid or proposal must not constitute a different offer or make substitutions for requirements stated in the solicitation document.

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any bidder 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 and either re-advertise the project or abandon the project.

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 professional services (contract).

IV. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

1. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of one (1) year.
2. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete the contract. Actual work and work schedule will be mutually developed, with work to begin as soon after contract completion as is reasonable.
3. **Contract Form.** The County will enter into a Professional Services Agreement (contract) with the successful bidder. The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
4. **Questions.** All questions should be submitted to the contact person listed in Section 11 (below) and should be submitted in writing prior to Friday, July 27th, 2018
5. **Amendments and Addenda.** For the most up to date information, visit:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>
6. **Submittal Instructions.** Before submitting a proposal, bidder 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 “*Design and construction of S-18 Fan Station*” 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.

7. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than *Friday, June 29th, 2018 at 5:00 pm PDT*. 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.
8. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
9. **Proposal Becomes Public:** All proposals shall be deemed public documents at the time of contract award to the successful bidder. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the County to the Proposer. If proposals contain proprietary information, then proprietary paragraphs and other data should be clearly marked as noted above.
10. The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but proposer understands that disclosure may be required under the California Public Records Act or other federal, state, and local law, as determined by the County. Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the County as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.
11. **Contact Information.** Timothy J. McCoy, Director of 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. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and bidders. Contact Timothy via email at: tmccoy@co.yuba.ca.us and fax number 530-749-7884, phone number is 530-749-7880. **Questions posed to any other member of County Staff may result in disqualification.**

V. PROTESTS AND APPEALS

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

VI. RESPONSE TO PROTESTS AND APPEALS

The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- a) State the reason for the action taken.
- b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after the mailing of the decision by the Director of Administrative Services.

The Director of Administrative Services shall discuss with County Counsel all protests and appeals before issuing a written decision.

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

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 of Individual / Firm Submitting Bid:

Signature of Bidder:

THIS FORM TO BE COMPLETED BY 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
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2.

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
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3.

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
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THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

Rate	Pricing
Total Project Cost	

- **Please include an overview of your intended project; i.e., do you plan on replacing the unit inside the building or in an enclosure, etc.**

- **Assumptions: List assumptions upon which Bid is based, including a detailed explanation of all assumptions made.**

- **Exclusions: List exclusions upon which Bid is based, including a detailed explanation of all exclusions made.**

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

EXHIBIT E – SAMPLE PROFESSIONAL SERVICES AGREEMENT

See Attached Sample Agreement

AGREEMENT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for **Type of Service, Project Name 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

Vendor Name

"CONSULTANT"

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 CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT 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: **Start Date**

Termination Date: **End Date**

The term of this Agreement shall become effective on **Start Date**, and shall continue in force and effect for a period **time frame services to be provided** unless sooner terminated in accordance with the terms of this Agreement.

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 ten (10) 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 CONSULTANT AND COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT 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.

CONSULTANT 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 Director of Administrative Services is the Authorized Signor is the representative of the COUNTY and will administer this Agreement for the COUNTY. **Authorized Signor for vendor** is the authorized representative for CONSULTANT. 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 CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2018.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Timothy McCoy,

Purchasing Agent

Signor's Name, Signor's Title

Vendor Name

INSURANCE PROVISIONS APPROVED

Risk Manager

Jill Abel

Information Technology

Paul LaValley

APPROVED AS TO FORM:

COUNTY COUNSEL

Courtney Abril

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

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 CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT 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. CONSULTANT 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

Vendor Name – Project Name

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed **written dollar amount (\$\$\$)**; CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT 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

Vendor Name – Project Name

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT 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 CONSULTANT 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. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT 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. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT 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 CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts 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 CONSULTANT 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 CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'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.

CONSULTANT 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.

COUNTY OF YUBA

Vendor Name – Project Name

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 CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT 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. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT 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. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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. CONSULTANT 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 CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform services pursuant to this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT is engaged. All products of

whatsoever nature which CONSULTANT 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 CONSULTANT'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. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT 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 CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, 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.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT 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, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 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.16 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.17 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.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 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.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 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.23 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.24 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.25 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.26 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.27 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.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 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.30 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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT 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 CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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.31 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 "CONSULTANT":

Vendor Name

Attn: Authorized Contract Signor and/or Contact

Address

City, State Zip

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT E

INSURANCE PROVISIONS

CONSULTANT 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 CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT 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.
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 CONSULTANT provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to CONSULTANT’s profession, with limits no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

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 CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT 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 CONSULTANT'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).

Primary Coverage

For any claims related to this contract, **CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT 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.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

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.*

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*, CONSULTANT must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

CONSULTANT 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 CONSULTANT’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.

Subcontractors

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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.