



# COUNTY OF BUTTE (DEVELOPMENT SERVICES)

[www.buttecounty.net/dds](http://www.buttecounty.net/dds)

## REQUEST FOR QUOTATIONS No. GSA18-08 CE18-0057 (THIS IS NOT AN ORDER) SMALL PUBLIC PROJECTS

Telephone (530) 552-3700	Facsimile (530) 538-7785	DATE: September 13, 2018
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Purchasing Questions: Shawn Williams 530-353-0690. **Please email all questions to [www.publicpurchase.com](http://www.publicpurchase.com) by 10:00 AM on Monday, September 24, 2018.** All questions shall be responded to with questions and answers posted to [www.publicpurchase.com](http://www.publicpurchase.com); by 4:00 PM on September 25, 2018.

All quotes must be received by Butte County, Department of Development Services before **10:00 am on Monday, October 1, 2018**. **Please read the material in this Request for Quotations (RFQ) thoroughly before submitting your quotation.** Retain one copy of your quotation for your files and submit the original to: **Butte County, Department of Development Services, 7 County Center Drive, Oroville, CA 95965-3334.**

QUOTED PRICE SHALL INCLUDE ALL LABOR, MATERIAL, DISPOSAL COSTS, TRANSPORTATION AND TAXES FOR PROJECT COMPLETION. ENCLOSE A SELF ADDRESSED, STAMPED ENVELOPE TO RECEIVE A COPY OF THE RFQ RESULTS FOLLOWING AWARD OF THE AGREEMENT.

PROJECT DESCRIPTION	PROJECT PRICE
<p><b>2346 Lumpkin Rd., Feather Falls, CA:</b> Project Description: This is a fire-involved parcel. This initial RFQ is intended to solicit quotations from qualified firms to provide testing to identify hazardous waste, including but not limited to: batteries, paints, flammable liquids, asbestos, as well as e-waste, i.e. computers and monitors and presence of elevated and potentially harmful levels of heavy metals in ash. This identification is necessary prior to solicitation for quotes for the property clean-up.</p> <p>Contractors must be currently California licensed/certified for testing of both hazardous materials and asbestos.</p> <p><b>Inspection date: Wednesday, September 19, 2018 at 2:00 pm.</b></p> <ul style="list-style-type: none"> <li>• Butte County Code Enforcement Officer <b>MUST</b> accompany all inspections. Do not access property without County Code Enforcement present.</li> <li>• Quotes submitted from bidders not accompanied by a County Code Enforcement Officer shall be rejected</li> </ul> <p><b>THE CONTRACTUAL INSTRUMENT AWARDED TO THE SUCCESSFUL BIDDER SHALL BE THE SMALL PROJECTS AGREEMENT ATTACHED HERETO INCLUDING ALL ATTACHMENTS AND/OR EXHIBITS. LIST ALL EXCEPTIONS BELOW OR WRITE "SEE ATTACHED LIST OF EXCEPTIONS" AND ATTACH ALL EXCEPTIONS ON A SEPARATE SHEET ATTACHED TO YOUR QUOTATION SUBMITTED TO THE COUNTY.</b></p> <p style="text-align: right;"><b>TOTAL PRICE</b></p>	<p>\$ _____</p>

<p>FIRM NUMBER OF WORKING DAYS TO COMPLETE PROJECT AFTER RECEIPT OF ORDER _____ DAYS NUMBER OF DAYS PRICE QUOTE IS EFFECTIVE _____</p> <p>(Prices must be good for at least <b>90 days</b> to be considered) Cash Discount of _____ % in _____ Days, Net _____ Days. (Discounts must allow <b>15 days</b> or more to be considered)</p>	<p>PRICES ARE <b>FOB DELIVERED</b> AT THE ADDRESS BELOW: <u>Property to be tested</u> <b>2346 Lumpkin Rd., Feather Falls, CA</b></p>
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**Per § 14.jj. of the Small Projects Terms & Conditions, Prevailing Wages apply to Public Projects valued at over \$1,000. Reference Labor Code 1770 et seq.**

The undersigned, being a duly authorized representative of the Contractor, hereby offers and agrees to complete the project described in the RFQ, at the prices and terms stated subject to the provisions of this RFQ, the attached SMALL PROJECTS TERMS AND CONDITIONS, SCOPE OF WORK and INSURANCE REQUIREMENTS FOR COUNTY CONTRACTS that are attached.

Authorized Signature	Typed or Printed Name	Date	Telephone Number	Contractor Name
E-mail address:		CSLB License No:		
Street Address		City	State	ZIP

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE CONTRACTOR TO VERIFY THAT THEIR QUOTE HAS BEEN RECEIVED BY THE COUNTY PRIOR TO THE QUOTATION OPENING. NO PARTIAL DELIVERIES WILL BE ACCEPTED UNLESS PROVIDED FOR ELSEWHERE IN THE RFQ.

1. **BRAND NAME:** The use of the name of a manufacturer, or of any special brand or make in describing any item contained in the Request for Quotations (RFQ) does not restrict quoters to that manufacturer or specific article. A brand name used in the DESCRIPTION merely indicates the character or quality of the desired article. The equipment for which quotes are submitted must be equal in character, quality and utility to the brand and/or make indicated herein. The make or grade of the article for which a quote is submitted should be stated in the quote in every instance. When not stated, both parties agree that the specific article named in the RFQ is the article that was quoted. The brand name and catalog number must be shown for each item that is quoted. The County shall be the final authority in determining the acceptability of brands or makes quoted in lieu of the brands or makes named in the RFQ.
2. **QUOTATIONS:** If the quote is made on the basis of "**ALL OR NOTHING**" that condition shall be clearly stated in the quote.

Cash discounts offered shall be shown on the quote; otherwise, prices will be considered net 30. Quotations may be rejected and given no further consideration if quote prices or other requested information is not provided.

Time of delivery is an essential element of the quote and delivery dates must be adhered to. If the Quoter cannot meet the delivery date specified in the RFQ, the best possible delivery shall be stated adjacent to the item quoted. Time, if stated as a number of days, shall mean "calendar" days.

All prices and other quote information shall be in ink or typewritten. No pencil or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the quote.

A responsible officer or employee of the supplier shall sign all quotations. The blank spaces provided for the Company Name and other contact information shall be fully completed. The successful quoter is obligated to sell the article and/or service according to the terms of its quotation.

3. **TAXES:** Quoters shall not include Federal Excise Taxes in the quoted price. Butte County's exemption registration number will be furnished to the successful supplier. All applicable Sales Taxes SHALL be INCLUDED in the Prospective Contractor's quotation.
4. **SAMPLES:** Samples of items, when required, shall be furnished free of expense to the County of Butte. If the samples are not destroyed in testing they will be returned, upon request, at the Quoter's expense. Samples of selected items may be retained for comparison with delivered products.

Inspection costs for delivered products or samples that do not meet specifications, may be charged back to the supplier.

5. **INDEMNITY:** The Supplier shall indemnify and hold harmless the County of Butte, its officers, servants, volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopied composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this quote or subsequent Agreement.

6. **SUBMISSION OF QUOTATIONS:** Each quote shall be submitted on the RFQ form provided by Butte County. Quotations may be in a sealed envelope with the bid number, closing date and time of quotation opening clearly indicated on the outside of the envelope. Quotes may also be submitted by facsimile, electronic mail, overnight courier or hand carried.

Quotations and modifications or corrections thereto received after the closing time specified in the RFQ may be considered. Promptness is essential in the quotation process. Although late quotations may be considered, once the Agreement has been awarded it is not possible to consider late quotes.

Recipients of this RFQ that do not submit quotes must return the RFQ form and state thereon the reason for not submitting a quote. Failure to respond in this manner may result in removal of the contractor's name from the list of contactors solicited for future requirements.

7. **CASH DISCOUNTS:** Butte County will not consider cash discounts that provide fewer than 15 days to take the discount. Payment terms of 2% 10, Net 30 will not be considered in price evaluations or in the payment of invoices. Payment terms of 2% 15, Net 30, however, will result in a two percent reduction in the quoted price during price evaluation, and Butte County will take the two percent discount if the invoice is paid within the allowed 15 day time period that the discount is offered.

8. **AWARD:** The County of Butte reserves the right to accept quotations on individual items included in the RFQ, on a group or groups of items, or on the basis of all items included in the RFQ; to waive any informality in the quotes; and/or to accept the quote that appears from all consideration to be in the best interest of the County of Butte.

In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the company or the equipment in general may also be considered along with any other relevant factors. Any Agreement awarded as a result of this RFQ shall be subject to the Small Projects Terms & Conditions included in the RFQ.

9. **NEGOTIATION:** The County of Butte reserves the right to enter into negotiations with companies that submit quotes in response to this RFQ, or to award an Agreement to the company with the most favorable quotation without conducting negotiations. Therefore, the most favorable quote should be included in the original quotation in response to this RFQ.

10. **PUBLIC OPENING:** The opening of quotations in response to this RFQ is not subject to attendance by companies submitting quotations or the general public. This restriction is necessitated by the fact that the quotations are subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another. Quoted prices shall not be made public until the purchase order has been awarded.



**ATTACHMENT I  
SMALL PROJECTS TERMS AND CONDITIONS**

**1) Scope of Work.**

The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.

**2) Reimbursement.**

- a) The work shall be performed for the fixed price indicated above in the variable information table. Payment shall be made after the County Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
- b) Butte County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in the price. The Contractor and Subcontractors shall pay all state and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the contract price.
- c) Upon submission of itemized invoices in duplicate, payment shall be made at the prices stipulated herein for projects completed and accepted, less deductions, if any, as herein provided. Payment on milestone completions may be made whenever amounts due so warrant or when requested by the Contractor and approved by the County Project Manager.
- d) In connection with any cash discount specified on this order, time will be computed from the date of project completion as specified, or from the date correct invoices are received by the County if the later date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

**3) County Project Manager.**

The County Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

**4) Independent Contractor.**

- a) Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- b) The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract shall create any contractual relationship between any Subcontractor and the County. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the contract and all drawings and specifications as far as applicable to the Contractor's Work. All Subcontractors shall be considered employees of the Contractor and shall have rights, duties or responsibilities as such, i.e., Rates of Pay, Certification, Supervision and Conditions of Work.

**5) Confidentiality and Ownership.**

- a) The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
- b) All drawings, specifications and copies thereof furnished by Butte County are the County's property. They are not to be used on other Work and with the exception of the signed Contract set, are to be returned to the County on request, at the completion of the Work.

## 6) Term and Termination.

- a) The term of this contract shall begin upon the County's issuance of the Notice to Proceed. Should this Contract be terminated for any reason, authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire following the number of calendar days indicated above in the variable information table after the Contractor receives the Notice to Proceed that was issued by the County.
- b) The County reserves the right to cancel this order if the project is not completed as directed and within the time specified. In case of default by the Contractor, the County of Butte may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County Purchasing Agent.
- c) In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the County Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions.
- d) It is agreed by the parties to this contract that in case all the Work called for under the contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working day delay in finishing the Work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this contract or any other contract between the County and the Contractor.

The Contractor shall not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify County Project Manager in writing of the cause of delay, who shall ascertain the facts and the extent of delay, and the County's findings of the facts thereon shall be final and conclusive.

## 7) Indemnification.

- a) Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
- b) The Contractor shall hold the County of Butte, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such articles.

**8) Insurance Requirements.**

- a) Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
- b) In addition to the insurance coverage required by Attachment II, Standard Insurance Requirements, the Contractor shall maintain the insurance coverages described below.

In case said Work herein provided for should, before completion and acceptance by the County, be wholly or partially destroyed by fire, then the loss occasioned thereby shall be sustained by the Contractor, and the Contractor agrees to carry fire insurance for the full amount of the labor and material as the Work progresses in the joint name of the Contractor and the County. All moneys received under such policies are to be divided between the Contractor and the County as their interest may appear. Contractor agrees to provide such fire insurance in a company or companies acceptable to the County, including the extended coverage for vandalism and mischief endorsements naming both the Contractor and the County as Insured, subject to the terms and conditions of Standard Forms Bureau Builder's Risk completed value form.

Such insurance shall be in the amount of the contract, less permissible insurance exclusions and shall be maintained at all times at an amount equaling the estimated cost to the County of rebuilding, less permissible insurance exclusions (amount to be determined by agreement between County and Contractor).

It shall be understood that in case of a fire, the Contractor shall remove all damaged material and debris resulting from the fire from the site, and clean the site in preparation for rebuilding, at no extra cost to the County.

**9) Changes to the Contract.**

Changes to this Contract may only be approved by written amendment to this Contract.

**10) Contractor's Standard of Care.**

- a) County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
- b) Unless otherwise stipulated, the Contractor shall provide and pay for all materials and associated sales taxes, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or any one not skilled in the Work assigned to the worker.

The Contractor, and all Subcontractors, must understand that the Work to be performed shall be the very best and of the highest quality in every respect. All Work shall be performed only by workers of the highest skill in their respective lines, and in the best manner known to the respective crafts employed. Defective Work or Work that is not perfectly and properly executed, will not be accepted.

- c) The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its own Work in accordance with the contract and without expense to the County

and shall bear the expense of making good all Work destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days' time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- d) Neither the final certificate nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom which shall appear within a period of one year from the date of the final payment. The County shall give notice of observed defects with reasonable promptness.

#### **11) Compliance with Laws.**

- a) Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
- b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that any drawings or specifications are at variance therewith, the Contractor shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom.

#### **12) Applicable Law and Forum.**

- a) This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
- b) The law of the place of Work shall govern the performance of this contract.

#### **13) Safety.**

- a) All equipment, material or labor shall meet the required standards of the latest revisions of OSHA and CAL OSHA. To comply with California Administrative Code 5194(f)(M)(6-7), the Contractor shall provide Material Safety Data Sheets (MSDS) for all hazardous products, as required by law, with delivery of product used in the performance of this purchase order
- b) Contractors and Subcontractors shall comply fully with all state, local and where applicable, federal laws, regulations, standards, policies and procedures including but not limited to safety policies established by and derived from OSHA for the storage and handling of hazardous materials, safety and accident prevention. Contractors shall participate fully in County's safety program when workers are on the job site and conduct inspections to determine that safe working conditions and equipment exist for its employees and the employees of its Subcontractors and suppliers and for the adequacy of and required use of all safety equipment by such persons.

Contractor shall comply with the Butte County Construction "Code of Safe Practices" and job specific "Safety Work Plans" when deemed necessary by County Safety Officer.

To implement the foregoing, the County may, in advance of and pending Notice of Default, take any immediate steps it considers necessary to address a violation of this section by Contractor or Subcontractor including, but not limited to, the following:

- i) Issuing written safety warnings;
- ii) Notifying Contractor's insurer of any safety concerns;
- iii) Cure, at Contractor's expense, any unsafe conditions;
- iv) Stop the work of Contractor and eject Contractor, its employees, Subcontractors and suppliers from the job site;



- v) Report the violation to an appropriate governmental agency;
  - vi) Require Contractor to provide satisfactory evidence of a cure of the safety violation and reasonable assurance as determined by County that recurrence has been mitigated.
- c) The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. The Contractor shall adequately protect adjacent property as provided by law and the contract documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. This requirement will apply continuously and not be limited to normal working hours.

In an emergency affecting the safety of life or of the Work or of the adjoining property, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and shall so act, without appeal, if so instructed and authorized.

The Contractor shall maintain a current Injury and Illness Prevention Plan (IIPP) during the duration of this Contract.

- d) The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's employees or Work, and at the completion of the Work shall remove all its rubbish from and about the building and all the Contractor's tools, scaffolding and surplus materials and shall leave the Contractor's Work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the County may remove the rubbish and charge the cost to the several contractors as the County may determine to be just.
- e) The Contractor shall be responsible for compliance with California Government Code Section 4216 that requires notification of Digalert (1-800-227-2600) prior to digging in the soil in connection with any County project. Failure to comply with this Government Code shall be the sole responsibility of the Contractor.

#### **14) Labor Compliance.**

- a) Quotes and any resultant contract shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through County Project Manager in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>, and is hereby made a part of this contract by reference as though fully set forth herein. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).
- b) Contractor or subcontractor shall forfeit twenty-five (\$25) for each worker employed in the execution of this contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week as penalty for violation of California Labor Code section 1813. In addition, any work performed by employees in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1.5 times the basic rate of pay in accordance with Labor Code section 1815.
- c) Effective January 1, 2015, per California Senate Bill 854, County shall provide Notice to Contractors as follows:
- i) No contractor or subcontractor may be listed on a bid or quotation 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)); and

- ii) 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 the Department of Industrial Relations pursuant to Labor Code section 1725.5; and
- iii) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**15) Materials and Merchandise.**

- a) All transportation and delivery charges must be prepaid in full to destination.
- b) Merchandise will not be accepted if shipped C.O.D.
- c) No changes in price, quantity or merchandise will be recognized by the County of Butte without written notice of acceptance by the County prior to the shipment.
- d) Title to the materials and supplies purchased hereunder shall pass to the County of Butte at the F.O.B. point designated on the face hereof, subject to the right of the County to reject upon inspection.

**16) Bid Bond Requirements.**

If the total project price is \$25,000 or more, the Contractors shall include a bid bond in the amount of ten percent (10%) of the quoted price. As an alternative to including a bid bond, quoters may include a cashier's check payable to the County of Butte in the amount of ten per cent (10%) of the quoted price. Failure of the selected Contractor to agree to perform the work described in the resultant Contract shall result in the Contractor's forfeiture of the ten percent represented by the payment bond or check.

If the total project price is \$25,000 or more, the successful Contractor shall be required to duly enter into and execute and deliver to the County a one hundred percent (100%) Payment Bond and a one hundred percent (100%) Performance Bond, as required by law, prior to beginning work on the project.

The forms of the bonds that the Contractor will be required to furnish are on the following pages and should be carefully examined by the Contractor. Attach Certificate or Notarization for both principal and surety, on all counterparts. The surety shall be duly licensed in California for an amount equal to or greater than the total project price. A list of sureties indicating states where licensed and bonding limits is available on the Internet at [www.fms.treas.gov/c570/c570.html](http://www.fms.treas.gov/c570/c570.html).

**17) No Delegation or Assignment:**

- a) Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
- b) Neither the contract nor any moneys due or to become due under the contract, may be assigned by the Contractor without the prior consent and approval of the County Board of Supervisors or officer of the project.

**18) Miscellaneous Provisions.**

- a) Neither the final payment, nor any part of the retained percentage, if any, shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien.
- b) The County shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor.

Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the County, unless otherwise specified.

- c) The County shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection. Inspections by the County shall be promptly made, and where practicable, at the source of supply. If any Work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense.

- d) If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, the Contractor shall give the County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the Work, except in emergency endangering life or property, and the procedure shall be as provided for changes in the Work. No such claim shall be valid unless so made.
- e) If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to Subcontractors or for material or labor or otherwise be guilty of a substantial violation of any provision of the Contract, then the County may serve written notice upon the Contractor of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract and, unless within 10 days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County shall have the right to take over and perform the Contract. The County may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may, without liability for so doing, take possession of and utilize in completing the Work such material, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefor.
- f) If the Work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the County should fail to issue any certificate for payment within seven (7) days after it is due, or if the County should fail to pay the Contractor within thirty (30) days of its maturity and written presentation any sum certified by the County then the Contractor may, upon ten days written notice to the County stop Work until payment is made.
- g) The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
- I. Defective Work not remedied
  - II. Claims filed or reasonable evidence indicating probable filing of claims.
  - III. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - IV. A reasonable doubt that the contract can be completed for the balance then unpaid.
  - V. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

## **19) Contradictions in Terms and Conditions.**

In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I SMALL PROJECTS TERMS AND CONDITIONS shall prevail.

### **END TERMS AND CONDITION**

## ATTACHMENT II INSURANCE REQUIREMENTS FOR ENVIRONMENTAL CONTRACTORS AND/OR CONSULTANTS

\*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

### A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits 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 limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions:** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

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

### B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or at the direction of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

- 3) The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractor's Pollution Liability policy.

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

- C. WAIVER OF SUBROGATION:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

- D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

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

- G. 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.

- H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements **before** beginning work under this contract.

- I. 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, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4)** A copy of the claims reporting requirements must be submitted to the County for review.

If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter

## **Attachment III Scope of Work**

The Contractor shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

The Contractor shall provide all labor, equipment, tools, materials, transportation and materials disposal required to complete the scope of and to properly dispose of all the materials.

**2346 Lumpkin Rd., Feather Falls, CA: Scope of Work:** This is a fire-involved parcel. Contractor shall perform testing to identify hazardous waste, including but not limited to: batteries, paints, flammable liquids, asbestos, as well as e-waste, i.e. computers and monitors and presence of elevated and potentially harmful levels of heavy metals in ash. This identification is necessary prior to solicitation for quotes for property clean-up. County Code Enforcement shall conduct an inspection following clean-up to ensure job completion.

In the event the scope of work changes significantly between the award of contract and issuance of the Notice to Proceed, Code Enforcement may request a revised quote to reflect the current scope of work prior to issuance of the Notice to Proceed.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, THAT \_\_\_\_\_

hereinafter called "Contractor", and \_\_\_\_\_  
as Surety, hereinafter called "Surety", are held and firmly bound unto

**Board of Supervisors  
County of Butte  
25 County Center Drive  
Oroville, California 95965**

hereinafter called "County", in the amount of (100% of Purchase Order amount) \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor was awarded a purchase order dated \_\_\_\_\_, for:

**RFQ Number GSA18-08  
Testing for hazardous materials/asbestos on fire-involved parcel  
SITE: 2346 Lumpkin Rd., Feather Falls, 95940  
CE18-0057**

In accordance with the Specifications attached to the above named RFQ, which purchase order is by reference made a part hereof,  
and is hereinafter referred to as the purchase order.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said  
purchase order, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by County to be, in default under the purchase order, the County having performed  
County's obligations thereunder, the Surety may promptly remedy the default, take over and assume completion of said purchase  
order and become entitled to the payment of the balance of the purchase order price.

That it is agreed that no change, extension of time, alteration or addition to the terms of the purchase order or to the Work to be  
performed thereunder, or the Specifications accompanying the same shall in any way, affect the obligations of Surety on this bond,  
and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the purchase order  
or to the Work or to the Specifications.

Any suit under this bond must be initiated before the expiration of two (2) years from the date on which final payment under the  
purchase order falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the County therein or the heirs,  
executors, administrators or successors of the County.

IN WITNESS WHEREOF, five (5) identical counterparts of this instrument, each of which for all purposes shall be deemed an original  
thereof, have been duly executed by the Principal and Surety named above on the \_\_\_\_ day of \_\_\_\_\_, 201\_.

ATTEST:

PRINCIPAL  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

SURETY  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_



ATTACH CERTIFICATE OF NOTARIZATION FOR BOTH PRINCIPAL AND SURETY, ON ALL COUNTERPARTS. DATE OF BONDS MUST BE EXACTLY THE SAME AS THE PURCHASE ORDER.