

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

On Call Custodial Services



PROPOSAL CLOSING DATE:

**Thursday, May 24, 2018
at 5:00pm PST**

COUNTY OF YUBA

NOTICE IS HEREBY GIVEN THAT the County of Yuba, State of California, will receive proposals for:

COUNTY OF YUBA ON CALL CUSTODIAL SERVICES

Bids are to be submitted on forms contained in this bid packet. **Bids are to be submitted to Yuba County Administrative Services ATTN: Purchasing, located at Suite 119, 915 8th Street, Marysville, CA 95901, on or before THURSDAY, May 24, 2018 at 5:00 PM.** Bids are to be submitted in a sealed envelope.

A pre-bid meeting will be held at **915 8th Street, Suite 119, Marysville, CA 95901 on THURSDAY, May 17, 2018 at 10:00 AM.** Failure to sign in and attend this meeting will disqualify you from submitting a valid bid.

The County will not accept responsibility for delays in receipt of bids sent by mail or other carriers. It shall be the sole responsibility of each bidder to ensure that the Purchasing Division receives bids no later than the time stated for bid opening. All bids received after said time and date shall be rejected.

The County reserves the right to reject any or all bids or to waive any informalities or minor irregularities in the bid.

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

The bid specifications and application will be available on the Yuba County Purchasing website:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

General work description: The work in general consists of providing on-call / per request cleaning services to include carpet cleaning, floor cleaning (scrub and recoat or strip and wax), and/or window washing services at various County buildings in the greater Marysville area. Bidders may bid on one, two, or three components of this work and the County reserves the right to award to more than one vendor. In Appendix A of this document are the specific locations included in this offering; any additional locations that the County assumes during the course of this contract will be added as an amendment to this contract.

Any and all questions concerning this bid and/or specifications shall be submitted in writing and may be directed to Timothy J. McCoy, Director of Administrative Services at tmccoy@co.yuba.ca.us or 530-749-7880, prior to bid opening. All answers shall be posted to the website above and shall be considered an addendum to the proposed agreement. Bidders shall affirm as part of their response that they have reviewed any addendums posted.

**PART I
GENERAL CONDITIONS**

1. BID PREPARATION AND SUBMITTAL

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to Yuba County Administrative Services Department, Attn: Purchasing, 915 8th Street, Suite 119, Marysville, CA 95901, on or before Thursday, May 24, 2018, at 5:00PM PST. Bids are to be submitted in a sealed envelope and marked "Custodial Services Bid."
- C. All information requested of the bidder shall be entered in the appropriate space on the Bid Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. The Bid Form must be received by the date and at, or prior to, the time specified in Part 1, Section 1 B of the General Conditions of this Request for Proposal to be considered. Submissions sent by mail must be sent sufficiently in advance of that date to ensure timely delivery to the above address identified in the opening paragraph of this Request for Proposal. Failure to meet the due date will result in the elimination of the Bidder from the bidding process. The County of Yuba will not accept postmarks from the U.S. Postal Service or other facsimile record(s) or other carriers as proof of timeliness. The County will not accept telegraphic (fax) or telephone bids.
- G. An authorized officer or agent of the bidder shall sign all bids
- H. All bids, whether accepted or rejected, shall become the property of the County of Yuba.

2. BRAND NAMES

- A. Any reference to brand names and numbers in the invitation for bids is descriptive, but not restrictive, unless otherwise specified.
- B. Bids on equivalent items meeting the standards of quality thereby indicated would be considered, unless otherwise specified, provided the bid clearly describes the article offered and how it differs from the referenced brands.

- C. Unless the bidder specifies otherwise in his/her bid, it is understood that the bidder is offering a referenced brand item as specified in the invitation for bids. The County of Yuba reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the County of Yuba may require a bidder offering a substitute to supply additional descriptive material.

3. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Bidder must state exact payment terms in their bid proposal. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed to Yuba County Administrative Services and shall be prepared in a manner to distinguish what service was performed in each County building.
- C. Prior to the beginning of service, a contract will be drafted and signed for an entire fiscal year's worth of custodial services maintenance (see exhibit E). Any work performed outside the normal course of this contract, after approved by the Project Liaison, will be invoiced on a time and materials basis. The Bidder shall submit invoices monthly for the work performed as per the contract. In addition, each site must be invoiced separately.

4. AWARD OF CONTRACT

A. Competitive Bidding

If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or effect the awarding of this bid is in violation of competitive bidding requirements, and may render any bid under such circumstances void.

B. Bid Acceptance and Contract Award

The award of this contract will be based upon the determination of the lowest responsive and responsible bid that meets all of the County's specifications and requirements. The County of Yuba has the sole discretion to determine which bid, and the services offered therein, are the most economical and advantageous to the County from the standpoint of suitability to purpose, overall service quality, delivery and discount terms, service reputation, demonstrated satisfactory work history and expertise within sixty (60) days after the bid opening, a contract will be awarded by Yuba County Administrative Services. The time for awarding the

contract may be extended by the County's Purchasing Agent for a reasonable time beyond sixty (60) days, as may be required to evaluate bids, or for such other purposes as the County may determine. The "lowest responsive and responsible bidder" is defined as follows:

1. Bid offered
 2. The ability of the service offered to provide the quality, fitness and capacity for the required usage
 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required
 4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past services for the County
 5. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required
 6. The quality of performance and/or quality of products provided in previous contracts or services
 7. Other information secured and having bearing on the decision to award the contract
 8. Continuity of service
- C. If a contract is entered into by the bidder and the County of Yuba, such contract shall not be assignable by the bidder in whole or in part without the written consent of the County of Yuba.
- D. The County requires this to be a three (3) year agreement.

5. CHANGES IN CONTRACT

No changes may be made in the contract without written authorization of the County of Yuba.

6. TERMINATION FOR CAUSE

A. In the event the Bidder fails to meet the bid specifications of the contract, as determined solely by the County, the County may terminate the contract without penalty and be relieved of any further consideration to the Bidder. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of County liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the County prior to termination.

7. TERMINATION FOR CONVENIENCE

A. County may terminate the contract at any time and for any reason by giving specific written notice to the Bidder of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the contract is terminated by the County, as provided in this paragraph, Bidder shall be entitled to receive just and equitable compensation for any satisfactory work completed. Bidder expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

8. STATEMENT OF INTENT

A. It is the intent of County of Yuba that the contract will be in full compliance with the specifications.

9. LABOR FORCE AND SUPERVISION

A. The Bidder shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain and maintain all insurance required under this Section and, prior to executing the contract, shall furnish the County of Yuba with satisfactory proof that the requirements of this Section have been fully complied with.

B. All work is completed inside County buildings. All bidder employees' shall be subjected to and pass a Live Scan DOJ/FBI background check. Background checks can be coordinated through Yuba County Human Resources and done at a County facility at the expense of the Bidder.

10. INSURANCE

A. Workers' Compensation Coverage

Bidder shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. Bidder shall furnish this utilizing Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 00 01 or an equivalent ISO form. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the County at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against County, its officers, agents, employees and volunteers for losses arising from work performed by the Bidder for County. This provision shall not apply if Bidder has no employees performing work under this Agreement.

B. General Liability Coverage

Bidder shall maintain Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage

Bidder shall maintain Automobile Liability Insurance covering bodily injury and property damage for all activities of the Bidder arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

D. Endorsements

Each general liability and automobile liability insurance policy shall be with insurers possessing a A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language:

1. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Bidder, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance as respects to the County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the County, including any self-insured retention the County may have shall be considered excess insurance only and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the County, its elected or appointed officers, officials, employees or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected or appointed officers, officials, employees, agents or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notification from when the County has received notice.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the County's option, Bidder shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

F. Certificates of Insurance

Bidder shall provide Certificates of Insurance with original endorsements to County, as evidence of the insurance coverage required herein. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Bidder, including materials, parts or equipment furnished in connection with such work or operations. Certificates of such insurance shall be filed with the County on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the County at all times during the term of this Agreement.

11. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the County of Yuba, nor any business entity which an official of the County of Yuba has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in

the performance of such contract without immediate divulgence of such fact to the County of Yuba.

- B. The relationship of the Bidder to the County will be that of an independent contractor and not as an officer, employee or agent of the County.

12. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The County of Yuba reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

13. NON-DISCRIMINATION

- A. The Bidder shall be responsible to see that there is no discrimination against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, or national origin, and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the County of Yuba that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, or handicap, be denied the benefits of or be subjected to discrimination under any program, activity or hiring practice.

14. ADDENDUMS

- A. The bidder is responsible for checking the County's website (<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitions.aspx>) or calling the Yuba County Administrative Services Department, Purchasing Division at (530) 749-7880 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the County were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the County reserves the right to reject the bid.

PART II SPECIFICATIONS

1. GENERAL

The County of Yuba wishes to enter into a three (3) year agreement with a Bidder to provide the service of various custodial maintenance services to include on-call carpet cleaning, window washing, and floor cleaning. 'On call; shall mean work that is scheduled in advance, not on an emergency basis. Bidders may bid on one specific category, all three, or a combination.

The specifics of the scope of work are as follows:

2. CARPET CLEANING:

- A. Hot Water Extract carpeted areas in the Yuba County Government Center, 915 8th St. Marysville (approx 49,100 sq ft)
- B. Hot Water Extract carpeted areas in the HHS Dept. in the Yuba County Packard Ave. Facility, 5730 Packard Ave, Marysville, CA. (approx 57,300 sq ft).
- C. Hot Water Extract carpeted areas in the CSS Dept. in the Yuba County Packard Ave. Facility, 5730 Packard Ave, Marysville, CA. (approx 11,100 sq ft).
- D. Hot Water Extract carpeted areas in the Yuba County Library, 303 2nd St. Marysville (approx 19,500 sq ft).
- E. Hot Water Extract carpeted areas in the Yuba County Education Building, 935 14th St. Marysville (approx 14,700 sq ft).
- F. Bonnet Buff carpeted areas in the Probation and District Attorney's offices on the first floor of the Yuba County Courthouse, 215 5th St. Marysville (approx 17,500 sq ft).
- G. Bonnet Buff carpeted areas in the Consolidated Court Clerk's office and court conference room second floor of the Yuba County Courthouse, 215 5th St. Marysville (approx 4,200 sq ft).
- H. Hot Water Extract carpeted areas of the Family Court Services on the third floor of the Yuba County Courthouse, 215 5th St. Marysville (approx. 4,370 sq. ft.).
- I. Hot Water Extract the carpeted areas of the five courtrooms, attached judge's chambers, adjoining hallways and office areas on the second floor of the Yuba County Courthouse, 215 5th street Marysville (approximately 16,000 square feet).
- J. Hot Water Extract the carpeted areas of the Yuba County Sheriff Dept, 720 Yuba Street Marysville (approximately 21,500 sf).
- K. Provide per sf charge for Hot Water Extraction of commercial office carpeted areas.

3. FLOOR CLEANING: **Note: In all cases below, County will provide floor finish. Bidder to provide labor, equipment, and stripper. Bidder to apply four (4) coats of finish.**

- A. Strip/wax hallway floors at the Yuba County Government Center, 915 8th St. Marysville.
- B. Strip/wax hallway floors at the Yuba County Sheriff Dept, 720 Yuba St Marysville.
- C. Scrub and recoat ceramic tile in inside 1st floor lobby of the Yuba County Courthouse.
- D. Scrub and recoat exposed aggregate flooring inside Yuba County Library.

- E. Strip and wax ceramic tile in inside 1st floor lobby of the Yuba County Courthouse.
- F. Strip and wax exposed aggregate flooring inside Yuba County Library.
- G. Provide per SF charges for hard tile floor scrubbing/recoating
- H. Provide per SF charges for hard tile floor stripping/waxing

4. WINDOW WASHING:

- A. Clean inside and outside of windows in the main entrance, and all remaining outside windows at the Yuba County Government Center, 915 8th St. Marysville, CA
- B. Clean windows, inside and out, at the Yuba County Library, 303 2nd. St. Marysville, CA
- C. Clean the following windows at the Yuba County Courthouse, 215 5th St. Marysville, CA: 1st floor entryway windows, inside and out. 2nd and 3rd floor windows, outside only.
- D. Clean all outside windows at the Yuba County Packard Facility, 5730 Packard Ave, Marysville, CA.
- E. Clean all outside windows at the Yuba County Sheriff Dept, 720 Yuba St Marysville.

5. PRE BID MEETING

A pre bid meeting will occur on Thursday May 17, 2018 at 10:00 a.m. at the Yuba County Government Center, suite 119. The meeting will include a walk of all areas to be included under this contract. Vendor responsible to verify measurements.

6. STATE LICENSE

Bidder shall be required to possess any required State of California licenses as necessary for this work.

7. SAFETY

The Bidder shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

8. WORK SCHEDULES

A primary contact at the County, or a 'Project Liaison, shall be assigned upon contract award. Work schedules shall be coordinated with this County Project Liaison. Some work may be done during business hours, and some must occur after hours so as not to impede County business. This schedule shall be coordinated with the County Project Liaison.

9. RESPONSE TO CALLS AND EMERGENCY SITUATIONS

If during the performance of work an emergency situation arises, it shall be reported to the Project Liaison immediately. Situations affecting individual health and life safety shall be reported *AFTER* calling 911.

10. WORK DEFICIENCIES AND CORRECTIONS

Work shall be performed to the satisfaction of the County and subject to acceptance of the County Project Liaison. Deficiencies shall be identified and rectified as mutually agreed by both parties.

11. MATERIALS TO BE PROVIDED BY THE BIDDER

Bidder shall provide all necessary chemicals, cleaning agents, and materials necessary to complete work as defined. Bidder shall provide any necessary Safety Data Sheets (SDS) on chemicals they plan to use on site to the Project Liaison.

12. QUALIFICATIONS OF SUPERVISORY EMPLOYEES

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience within the past five (5) years in custodial services in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written rules and follow written instructions. Bidder will stipulate that the Supervisor shall be vested with the authority to speak for the Bidder, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Bidder. In the event a new Supervisor is appointed, the Bidder shall submit to the Project Liaison in writing within five (5) business days the effective date of change and the full name of the new Supervisor.

13. BIDDER REFERENCES

Bidders shall include in their response a list of at least three (3) organizations, which can be used as references for performance of similar services. Bidders shall endeavor to include references from public sector agencies. Include the name and telephone number for the contact person. Selected organizations may be contacted to determine the quality of work performed and the personnel assigned to the job.

14. CHANGES

Should the County, at any time during the term of this contract, request any alterations, deviations, additions, or omissions from the contract specifications, it shall be at liberty to do so,

and the same shall in no way effect or make void this contract, but will be added to or deducted from the amount of said contract price as the case may be by a fair and reasonable valuation.

15. BUSINESS LICENSE

All businesses doing work in the County of Yuba shall verify if they are required to be registered for and pay for any Business Tax(es) and/or License. The Bidder and/or sub Bidder (s) who is/are awarded the bid shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract. There is currently no business license required to conduct business in the County, but it is incumbent on the Bidder to verify all licensing needs prior to work commencing.

16. INSURANCE

The Bidder must provide proof of insurance as outlined under Section 10, Labor Force and Supervision. Bidder must submit a letter at time of bid from the Bidder's insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsement for the coverage required. A copy of Bidder's insurance policy will not satisfy this requirement.

17. PRICING

Only those charges that are identified in the Proposal and agreed upon by the County will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the County and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The County of Yuba and the Bidder) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Bidder must provide the County 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the County receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

18. STANDARD AGREEMENT

The contract begins on the date the contract is signed by both parties. After the awardee has been determined, a formal standard agreement will be signed including any modifications or revisions to the scope of work.

19. BID PROPOSAL FORM

Please provide totals for each category of custodial maintenance for each described area. Award will be based on the lowest responsive and responsible bidder that meets all County service requirements. Additional pricing needs to be submitted for hourly charges for work performed outside of the above specifications.

The bidder shall also provide an approximate cost per square foot for additional services, including any future work that may be added to the contract.

20. AREA DESCRIPTION / LOCATION

Please see APPENDIX A for specific locations included in this contract.

APPENDIX A

Addresses of the buildings included in this agreement:

- Yuba County Government Center
915 8th Street
Marysville, CA
- Yuba County Courthouse
215 5th Street
Marysville, CA
- Yuba County Library
303 Second Street
Marysville, CA
- Health & Human Services facility
5730 Packard Avenue
Olivehurst, CA
- County Office of Education (North Annex)
935 14th Street
Marysville, CA
- Yuba County Sheriff Dept
720 Yuba St
Marysville, CA

EXHIBIT I: BIDDERS PROPOSAL FORM

Company Name: _____

PROPOSED COSTS

Item	Description	Per Sq Ft	Total
1	Hot water extract carpeted areas in the Yuba County Government Center, 915 8 th St. Marysville (approx 49,100 sq ft).	\$ <u>NA</u>	\$ _____
2	Hot water extract carpeted areas in the HHS Dept. in the Yuba County Packard Ave. Facility, 5730 Packard Ave, Marysville, CA. (approx 57,300 sq ft).	\$ <u>NA</u>	\$ _____
3	Hot water extract carpeted areas in the CSS Dept. in the Yuba County Packard Ave. Facility, 5730 Packard Ave, Marysville, CA. (approx 11,100 sq ft).	\$ <u>NA</u>	\$ _____
4	Hot water extract carpeted areas in the Yuba County Library, 303 2 nd St. Marysville (approx 19,500 sq ft).	\$ <u>NA</u>	\$ _____
5	Hot water extract carpeted areas in the Yuba County Education Building, 938 14 th St. Marysville (approx 14,700 sq ft).	\$ <u>NA</u>	\$ _____
6	Bonnet-Buff carpeted areas in the Probation and District Attorney's offices on the first floor of the Yuba County Courthouse, 215 5th St. Marysville (approx 17,500 sq ft).	\$ <u>NA</u>	\$ _____
7	Bonnet-Buff carpeted areas in the Consolidated Court Clerk's office and court conference room second floor of the Yuba County Courthouse, 215 5th St. Marysville (approx 4,200 sq ft).	\$ <u>NA</u>	\$ _____
8	Hot water extract carpeted areas of the Yuba County Sheriff Dept. 720 Yuba St. Marysville (approx. 21,500 sq. ft.).	\$ <u>NA</u>	\$ _____
9	Hot water extract the carpeted areas of the five courtrooms, attached judge's chambers, adjoining hallways and office areas on the second floor of the Yuba County Courthouse, 215 5th street Marysville (approximately 16,000 square feet).	\$ <u>NA</u>	\$ _____
10	Provide per sf charge for hot water extracting office carpeted areas.	\$ _____	\$ <u>NA</u>

FLOOR CLEANING

Item	Description (County to provide floor finish)	Per Sq Ft	Total
1	Strip/wax hallway floors at the Yuba County Government Center, 915 8 th St. Marysville.	\$ <u>NA</u>	\$ _____
2	Strip/wax hallway floors at the Yuba County Sheriff Dept. 720 Yuba St. Marysville.	\$ <u>NA</u>	\$ _____
3	Scrub and recoat ceramic tile in inside 1 st floor lobby of the Yuba County Courthouse.	\$ <u>NA</u>	\$ _____
4	Strip and wax ceramic tile in inside 1 st floor lobby of the Yuba County Courthouse.	\$ <u>NA</u>	\$ _____
5	Scrub and recoat exposed aggregate flooring inside Yuba County Library.	\$ <u>NA</u>	\$ _____
6	Strip and wax exposed aggregate flooring inside Yuba County Library.	\$ <u>NA</u>	\$ _____
7	Provide par SF charges for hard floor scrubbing/recoating.	\$ _____	\$ <u>NA</u>
8	Provide per SF charges for hard floor stripping/waxing	\$ _____	\$ <u>NA</u>

WINDOW CLEANING

Item	Description	Total
1	Clean inside and outside of windows in the main entrance, and all remaining outside windows at the Yuba County Government Center, 915 8 th St. Marysville.	\$ _____
2	Clean windows, inside and out, at the Yuba County Library, 303 2 nd . St. Marysville.	\$ _____
3	Clean the following windows at the Yuba County Courthouse, 215 5 th St. Marysville, CA: 1 st floor entryway windows, inside and out. 2 nd and 3 rd floor windows, outside only.	\$ _____
4	Clean all outside windows at the Yuba County Packard Facility, 5730 Packard Ave, Marysville, CA Clean all outside windows at the Yuba County Sheriff Dept, 720 Yuba St Marysville.	\$ _____

As part of my proposal, I affirm I am in receipt of the addendums number(s): _____
 I understand my company may propose to do one, two, or all three categories of the work. And that not proposing on all three shall not count against my submission.

Pricing is hereby submitted by: _____,

and my title is: _____. I am a duly sanctioned principal of the company and authorized to submit this proposal.

Signed: _____

EXHIBIT II – 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

" CONTRACTOR "

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: **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 CONTRACTOR AND COUNTY approval.

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The 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 CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Work

Attachment B – Payment

Attachment C – Additional Provisions

Attachment D – General Provisions

Attachment E – Insurance Provisions

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2018.

"COUNTY"

" CONTRACTOR "

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 CONTRACTOR and the scope of CONTRACTOR '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 CONTRACTOR.

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

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

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

C.4 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking 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 CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.6 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or

communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

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

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

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

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

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

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

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against

COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of

whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR 's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

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

D.11.1 CONTRACTOR 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 CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not

compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 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 CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR 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 CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.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 " CONTRACTOR ":

Vendor Name

Attn: Authorized Contract Signor and/or Contact

Address

City, State Zip

COUNTY OF YUBA

Vendor Name – Project Name

ATTACHMENT E

INSURANCE PROVISION

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

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 CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if CONTRACTOR provides written verification it has no employees)

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

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

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 CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

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

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

Deductibles and Self-Insured Retentions

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

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

Verification of Coverage

CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

CONTRACTOR 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.