

**COUNTY OF BUTTE**  
**REQUEST FOR PROPOSALS**

***Concow Area Infrastructure Improvement Project***  
***Butte County Department of Public Works***

***Butte County Department of Public Works***  
***7 County Center Drive***  
***Oroville, CA 95965***  
***(530) 538-7681***  
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**October 20, 2011**

**COUNTY OF BUTTE  
REQUEST FOR PROPOSALS**

***Concow Area Infrastructure Improvement Project***

***Butte County Department of Public Works  
Oroville, California***

**INTRODUCTION**

The County of Butte is seeking a firm to develop plans, specifications and manage the construction of a project that will improve the infrastructure in the Concow area of Butte County, the Concow Area Infrastructure Improvement Project, for the County of Butte Department of Public Works.

The County of Butte intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected contractor.

**BACKGROUND**

Butte County has received a grant that is funded through the Disaster Recovery Initiative to help the Concow area recover from the damage caused by the 2008 fires. The money will come to Butte County via the Community Development Block Grant (CDBG) program. The source of these funds will require that the project meet the requirements of both NEPA and CEQA. The Department of Housing and Urban Development will be the federal lead agency for NEPA.

Butte County Public Works has received approximately \$3,000,000 to help repair and mitigate damage sustained to the local infrastructure by the 2008 Concow Fire as well as mitigate future damage. Approximately 10% of these funds can be used for project delivery (permitting, design and construction management). All work must be completed by November of 2013. Public works wishes to hire a firm that has the experience, capability and desire to deliver this project.

Work can only be performed within the right of way of publicly maintained roads. In the Concow area these roads are Concow, Jordan Hill, Deadwood, Pinkston Canyon, Nelson Bar, and Lunt. (Please see attached map indicating eligible roads) Portions of these roads are publically maintained, however; in many places Butte County can only claim a prescriptive right to the road. No money from this grant can be used to acquire additional right of way so construction needs to be confined to the existing right of way and/or prescriptive easements.

**SCOPE OF SERVICES**

**Overview.**

Butte County Public Works is looking for a firm that can secure the required permits, design a workable project, manage the construction and complete all required administrative duties associated with projects funded by the Community Development Block Grant program.

The original grant application was limited to Concow Road. The proposal at that time was to:

With in the limits imposed by the resources available, this grant will to attempt to improve Concow Road to the standards contained in the AASHTO “Very Low Volume Local Road Design Guidelines”, as adopted by Butte County, from approximately the intersection of Concow Road and Nelson Bar Road to the end of the paved section. While no major realignment of the road is anticipated, widening the road in specific locations and within the existing right of way in order to facilitate the orderly flow of traffic will be considered. Failed sections of the roadway will be repaired. Minor filling and buttressing of the edge of the roadway, as well as paving the approaches to adjoining roads and driveways, will also be considered to provide support for the roadway as well as a safe shoulder area.

Roadside appurtenances, such as guardrails, signs, markings and drainage facilities, will be appraised and appropriate repairs and enhancements will be considered. It is anticipated that several of the existing guardrails will need to be modified or replaced in order to meet current standards. Vegetation removal, in order to provide adequate sight distance and enhance fire prevention, will also be considered.

In addition, we will look at improving the gravel portion of the road adding additional material to the roadbed and considering other enhancements such as out sloping and adding water bars to minimize erosion and increase road stability.

Since the original grant was approved, available CDBG funding has been increased. In addition to that included above, the proposed work on Concow Road should include a single chip seal from SR 70 to the end of pavement (about 8.7 miles). Gravel road work on Concow Road should begin at the end of pavement and extend to Rim Road, about 1.7 miles. The remaining roads in the area (Jordan Hill, Deadwood, Pinkston Canyon, Nelson Bar, and Lunt) shall be considered for a double chip seal or enhanced gravel road improvements and other work until funds available to the County are exhausted.

For the purpose of this proposal this project should be phased as follows:

### **Phase 1: Environmental Review and Permitting**

This phase includes all work necessary to complete the NEPA/CEQA environmental process as well as any other permits that may be required. As noted above, the US Department of Housing and Urban Development is the federal lead for NEPA

### **Phase 2: Project Design and Specification**

This phase includes all work required to design the project. It anticipates complete plans and specifications needed to bid and construct the project.

### **Phase 3: Construction/Contract Management**

This phase includes all work required to administer, inspect and document the construction phase of the project in accordance with the requirements of the CDBG grant. This phase will require a resident engineer or inspector that is very experienced in controlling work in a rural mountainous area. Any work required to close out the project shall be included in this phase.

## **FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

### **A. County Contact Person:**

Submit one signed, unbound original and four (4) complete copies of the submittal to:

Shawn H. O'Brien, Assistant Director  
Butte County Department of Public Works  
7 County Center Drive  
Oroville, CA 95965

This person will serve as the County's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

### **B. Mandatory Content and Sequence of Submittal:**

#### 1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

#### 2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

#### 3. Contractor Capabilities

Section 3 shall be a maximum of six pages (not including resumes) entitled "Contractor Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

- a. **Background and Experience.** In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience in developing and processing CDGB funded projects similar to the proposed Concow Area Infrastructure Improvement project.
- b. **Key Personnel.** Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.

- c. Scheduling. Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

#### 4. Firm's Experience Summary

Section 4 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

#### 5. Work Plan

Section 5 shall be a maximum of six pages entitled "Work Plan", and will outline how the contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project.

#### 6. Cost

The cost portion of the proposal shall be for a not to exceed price that identifies a breakout of the pricing for each element of the proposed project by hours and rates expected to be used.

#### 7. Draft Scope of Work

Contractors should submit a draft Scope of Work that is intended to be incorporated as Attachment II in the resultant contract.

### **SELECTION PROCESS**

The criteria for selecting the contractor that will be recommended for approval to the Board of Supervisors is provided below:

- (1) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.
- (5) Financial Stability of the Firm. Does the firm have financial strength and stability?
- (6) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

## **COUNTY NOTICES**

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- B. Butte County reserves the right to:
  - 1. Reject any or all submittals;
  - 2. Request clarification of any submitted information;
  - 3. Waive any informalities or irregularities in any qualification statement;
  - 4. Not enter into any contract;
  - 5. Not to select any firm;
  - 6. Cancel this process at any time;
  - 7. Amend this process at any time;
  - 8. Interview firms prior to award;
  - 9. Enter into negotiations with one or more firms;
  - 10. To award more than one contract if it is in the best interest of the County;
  - 11. To issue similar RFPs or RFQs in the future; or
  - 12. To request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

## **MODEL CONTRACT**

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

## **DISCLOSURE OF INFORMATION**

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

## **TIMING AND SCHEDULE**

***All responses to this RFP must be submitted on or before 4:00 p.m. on Monday, November 21, 2011.***

## Exhibit A MODEL CONTRACT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
<b>Term of This Contract</b> (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	<b>Term Begins</b>		<b>Term Completion Date</b>		
	On Following Date		On Following Date		
	Upon Date Notice to Proceed Received		Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County		Calendar Days Following Execution of Contract by County		
County Department			FOB Point		
Terms		<b>Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)</b>			
Price		Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
<b>Contractor Contact Information</b>			<b>County Contact Information</b>		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment III – Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Curt Josiassen, Chair  
Butte County Board of Supervisors

REVIEWED FOR FISCAL CONTROL,  
SUBJECT TO BUDGETARY APPROPRIATION  
Butte County Contracts Division, GSD

\_\_\_\_\_  
REVIEWED AS TO FORM  
BRUCE S. ALPERT  
Butte County Counsel

By \_\_\_\_\_

By \_\_\_\_\_

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

**Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:**

**A. MINIMUM SCOPE OF INSURANCE.**

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

**B. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**  
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS.**

**1.) General liability insurance policies shall be endorsed to state:**

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2.) Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**G. 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.

## **ATTACHMENT II**

### **SCOPE OF WORK**

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

*[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information in red on this sample should be removed when the Scope of Work is finalized for inclusion in the contract.]*

#### **CONTRACTOR RESPONSIBILITY**

*[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]*

##### **Contractor Tasks:**

*[There should always be contractor tasks included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]*

##### **Contractor Milestones:**

*[If there are certain milestones that the Contractor is required to complete (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]*

##### **Meetings:**

*[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]*

##### **Contractor Reports:**

*[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]*

##### **Other Contractor Deliverables:**

*[Other Contractor deliverables and due dates can be shown in this paragraph.]*

##### **Contractor Compensation:**

*[If the Contractor is to be paid on a Not-to-Exceed basis or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed based on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case, a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, departments should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. If it is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]*

## COUNTY RESPONSIBILITY

*[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" or "may" rather than "shall" to describe the work to be performed by the County.]*

## Attachment III

### TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
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.** 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.
5. **Confidentiality and Ownership.** 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.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. 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 on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** 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.
8. **Insurance Requirements.** 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 I to this Contract.

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.** 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.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** 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.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.