COUNTY OF BUTTE

Department of Public Works

REQUEST FOR QUOTATIONS No. TSR 2010-01
Tree and Stump Removal 2010-01

SMALL PUBLIC PROJECTS

Telephone (530) 538 - 7681	Facsimile (530) 538 - 7171	DATE: March 17, 2010

Contracting Questions: Cindy Jones, Administrative Analyst, (530) 538-7681
Technical Questions: Dave Herfi, Supervisor Tree Maintenance (530) 624-5357

All quotes must be received by Butte County, Public Works Department before 2:30 PM on April 7, 2010. **Please read the material in this Request for Quotations (RFQ) thoroughly before submitting your quotation.** Retain one copy of your quotation for your files and submit the original to: **Butte County, Public Works Department, 7 County Center Drive, Oroville, CA 95965.**

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

PROJECT DESCRIPTION	PROJECT PRICE
Tree and Stump Removal 2010-01 Remove the below listed walnut trees and stumps to include cutting, hauling, excavation, grinding and placement of suitable backfill: R1. Durham-Dayton Hwy and Stanford Lane, Durham, CA R2. Durham-Dayton Hwy and Stanford Lane, Durham, CA R3. Midway, Chico, CA (south of Speedway, west side of road) R4. Midway, Chico, CA (south of Speedway, west side of road) R5. 3365 Bell Road, Chico, CA R6. Bell Road, Chico, CA (southeast of Shadygrove Court) R7. 9460 Lott Road, Durham, CA (south of Almond View Ct.) R8. Midway and Hegan Lane, Chico, CA (northwest corner) R9. 2399 Durham St, Durham, CA R10. 2399 Durham St, Durham, CA R11. 2399 Durham St, Durham, CA R12. 2399 Durham St, Durham, CA R13. 2472 Kennedy Ave, Chico, CA R14. 1121 Stanley Ave, Chico, CA **THIS RFQ IS INTENDED TO SOLICIT QUOTATIONS FOR A LOW DOLLAR VALUE PUBLIC WORKS TYPE PROJECT SUCH AS REMODELING, PAINTING, PAVING, CARPETING OR CARPENTRY WORK. THE CONTRACTUAL INSTRUMENT AWARDED TO THE SUCCESSFUL CONTRACTOR WILL BE THE SMALL PROJECTS CONTRACT. ATTACHED TO AND INCORPORATED IN SMALL PROJECTS CONTRACT WILL BE THE ATTACHED SMALL PROJECTS INSURANCE REQUIREMENTS (Attachment I), THE ENCLOSED SCOPE OF WORK (Attachment II) AND TERMS & CONDITIONS (Attachment III).** ATTACH ALL EXCEPTIONS ON A SEPARATE SHEET TO YOUR SUBMITTED QUOTATION. TOTAL PRICE	**$**_____

FIRM NUMBER OF WORKING DAYS TO COMPLETE PROJECT AFTER RECEIPT OF ORDER: **90 DAYS** NUMBER OF DAYS PRICE QUOTE IS EFFECTIVE: ___ **Days** (Prices must be good for at least 30 days to be considered)	Prices are to include all labor, equipment, & overhead costs to do the prescribed Scope of Work. County required permits are applicable, but may be waived due to County benefit.

Per § 37 of the Small Projects Terms & Conditions, Bid Bonds, Labor & Material Bonds & Performance Bonds are Required for Projects Valued at $25,000 or more. Per § 14.jj. of the Small Projects Terms & Conditions, Prevailing Wages apply to Public Projects valued at over $1,000. Reference Labor Code 1770 et seq.

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

Authorized Signature	Typed or Printed Name	Date	Telephone Number	Contractor Name

Street Address	City	State	ZIP

TREE AND STUMP REMOVAL 2010-01

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

1. **BRAND NAME:** The use of the name of a manufacturer, or of any special brand or make in describing any item contained in the Request for Quotations (RFQ) does not restrict quotes to that manufacturer or specific article. A brand name used in the DESCRIPTION merely indicates the character or quality of the desired article. The equipment for which quotes are submitted must be equal in character, quality and utility to the brand and/or make indicated herein. The make or grade of the article for which a quote is submitted should be stated in the quote in every instance. When not stated, both parties agree that the specific article named in the RFQ is the article that was quoted. The brand name and catalog number must be shown for each item that is quoted. The County shall be the final authority in determining the acceptability of brands or makes quoted in lieu of the brands or makes named in the RFQ.

2. **QUOTATIONS:** If the quote is made on the basis of **"ALL OR NOTHING"** that condition shall be clearly stated in the quote.

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

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

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

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

3. **TAXES:** Contractors shall not include Federal Excise Taxes in the quoted price. Butte County's exemption registration number will be furnished to the successful supplier. All applicable Sales Taxes SHALL be INCLUDED in the Prospective Contractor's quotation.

4. **SAMPLES:** Samples of items, when required, shall be furnished free of expense to the County of Butte. If the samples are not destroyed in testing they will be returned, upon request, at the Contractor's expense. Samples of selected items may be retained for comparison with delivered products.

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

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

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

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

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

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

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

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

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

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

11. **DISCLOSURE OF INFORMATION:** All information and materials submitted to the County in response to this RFQ 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 secrets 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.

12. **DEBRIEFINGS AND PROTESTS:** Contractors that submitted a quote or quotation in response to an RFQ but were unsuccessful in their attempt to obtain a contract or may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Contracts Manager, 3-A County Center Dr, Oroville, CA 95965-3334, telephone 530.538.7064. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

    Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 3-A County Center Dr, Oroville, CA 95965-3334. All protests must be made in writing, signed by an individual authorized to sign the submitted quote or quotation, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's quote or quotation shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.

TREE AND STUMP REMOVAL 2010-01
SMALL PROJECTS CONTRACT
(Not Valid Over $125,000)

This Contract, dated as indicated in the following variable information table 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							
Term of this Contract (Complete Dates in Just One of the Following Three Rows)							
√ Below	**Term Begins**			**Term Completion Date**			
	On Following Date				On Following Date		
√	Upon Date of Notice to Proceed Received			120	Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County				Calendar Days Following Execution of Contract by County		
County Department	Administrative			FOB Point	Delivered		
Terms		Basis of Price **(Do Not √ More Than One of the Following Four Blocks)**					
Price		√	Fixed Price		Annual Price		Monthly Price		Hourly Rate
Not-to-Exceed Price			√ If Reasonable Expenses are authorized in addition to Hourly Rates				
Project Number	TSR10-01	Project Name	Tree and Stump Removal 2010 - 01				

Contractor Contact Information		County Contact Information	
Contractor		Project Manager	Bryan Graves
Address		Address	7 County Center Drive
City, State & ZIP		City, State & ZIP	Oroville, CA 95965
Telephone		Telephone	(530) 538-7606
Facsimile		Facsimile	(530) 538-7171

WHEREAS, County, through the department indicated above in the variable information table, 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 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 – Small Projects 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 – "Small Projects 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

_____
Mike Crump
Public Works Director

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

By_____

CONTRACTOR

_____

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

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.

Rev. 4/28/04

Attachment II
Scope of Work

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

BACKGROUND:
The County of Butte Department of Public Works is responsible for the maintenance of over 1,300 miles of roadway and the adjacent rights of way. Several trees are located within the prescribed area, which require maintenance and sometimes removal. The County has determined that by contracting for the removal of some trees and their stumps, it is a benefit to the County because the cost of removal can be offset by the sale value of the tree portions.

SCOPE OF SERVICES:
The Primary Contractor or Sub Contractor for this project is required to have a valid California State Contractors License: **D49**, **Tree Service Contractor**; which is classified under C61, Limited Specialty Classification.

The successful bidder will be required to obtain an encroachment permit, (at no cost because of benefit to County), provide insurance with suitable coverage and follow all local, state, and federal laws. The successful bidder will remove all the trees listed in the scope of work within 90 days of contract start. The trees and stumps for removal are labeled as shown in the Request for Quotation and photos, which are located on the Butte County Public Works main webpage in the "What's New" box. All voids created by the removal of the tree shall be replaced with import material and compacted to match surrounding ground conditions. Removal shall mean that all portions of the tree are removed from the location. County contact for scheduling of work is Dave Herfi at (530) 891-2994 (office) or (530) 624-5357 (cell)prior to working and for final inspection.

The Contractor is responsible for Underground Service Alert (USA) notification, all encroachment permit requirements, and project location safety. Contractor must contact the County to verify schedule of work.

Remove the below listed trees and stumps to include cutting, hauling, excavation, grinding and placement of suitable backfill:

R1. Durham-Dayton Hwy and Stanford Lane, Durham, CA
R2. Durham-Dayton Hwy and Stanford Lane, Durham, CA
R3. Midway, Chico, CA (south of Speedway, west side of road)
R4. Midway, Chico, CA (south of Speedway, west side of road)
R5. 3365 Bell Road, Chico, CA
R6. Bell Road, Chico, CA (southeast of Shadygrove Court)
R7. 9460 Lott Road, Durham, CA (south of Almond View Ct.)
R8. Midway and Hegan Lane, Chico, CA (northwest corner)
R9. 2399 Durham St, Durham, CA
R10. 2399 Durham St, Durham, CA
R11. 2399 Durham St, Durham, CA
R12. 2399 Durham St, Durham, CA
R13. 2472 Kennedy Ave, Chico, CA
R14. 1121 Stanley Ave, Chico, CA

Upon completion of location work, the Contractor **must** contact the County to have final inspection signed off before submission of payment or invoice.

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 indicated above 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. **Term and Termination**. The term of this contract shall begin upon the County's issuance of the Notice to Proceed. Should this Contract be terminated for any reason, authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire following the number of calendar days indicated above in the variable information table after the Contractor receives the Notice to Proceed that was issued by the County.

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. **Compliance with Laws**. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

12. **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.

13. **Miscellaneous Provisions.**

    a. Butte County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in the price. The Contractor and Subcontractors shall pay all state and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the contract price.

    b. The County reserves the right to cancel this order if the project is not completed as directed and within the time specified. In case of default by the Contractor, the County of Butte may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Butte County Purchasing Agent.

    c. No charge will be allowed for packing, boxing or cartage, or taxes except when specified on this order.

    d. Title to the materials and supplies purchased hereunder shall pass to the County of Butte at the F.O.B. point designated on the face hereof, subject to the right of the County to reject upon inspection.

    e. All transportation and delivery charges must be prepaid in full to destination.

    f. Merchandise will not be accepted if shipped C.O.D.

    g. No changes in price, quantity or merchandise will be recognized by the County of Butte without written notice of acceptance by the County prior to the shipment.

    h. The Contractor shall hold the County of Butte, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such articles.

    i. In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Purchasing Agency may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Butte County Purchasing Agent.

j. Upon submission of itemized invoices in duplicate, payment shall be made at the prices stipulated herein for projects completed and accepted, less deductions, if any, as herein provided. Payment on milestone completions may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Purchasing Agent.

k. In connection with any cash discount specified on this order, time will be computed from the date of project completion as specified, or from the date correct invoices are received by the County if the later date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

l. All equipment, material or labor shall meet the required standards of the latest revisions of OSHA and CAL OSHA. To comply with California Administrative Code 5194(f)(M)(6-7), the Contractor shall provide Material Safety Data Sheets (MSDS) for all hazardous products, as required by law, with delivery of product used in the performance of this purchase order.

m. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's employees or Work, and at the completion of the Work shall remove all its rubbish from and about the building and all the Contractor's tools, scaffolding and surplus materials and shall leave the Contractor's Work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the County may remove the rubbish and charge the cost to the several contractors as the County may determine to be just.

n. It is agreed by the parties to this contract that in case all the Work called for under the contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars ($100) per calendar day for each and every working day's delay in finishing the Work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this contract or any other contract between the County and the Contractor.

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

o. Neither the contract nor any moneys due or to become due under the contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors.

p. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract shall create any contractual relationship between any Subcontractor and the County. The Contractor agrees to bind every

Subcontractor and every Subcontractor agrees to be bound by the terms of the contract and all drawings and specifications as far as applicable to the Contractor's Work. All Subcontractors shall be considered employees of the Contractor and shall have rights, duties or responsibilities as such, i.e., Rates of Pay, Certification, Supervision and Conditions of Work.

q. The law of the place of Work shall govern the performance of this contract.

r. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by either party, then the damaged party shall be reimbursed by the other party for such damage.

s. Neither the final payment, nor any part of the retained percentage, if any, shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

t. All drawings, specifications and copies thereof furnished by Butte County are the County's property. They are not to be used on other Work and with the exception of the signed Contract set, are to be returned to the County on request, at the completion of the Work.

u. Unless otherwise stipulated, the Contractor shall provide and pay for all materials and associated sales taxes, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

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

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

v. The County shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the County, unless otherwise specified.

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

w. The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. The Contractor shall adequately protect adjacent property as provided by law and the contract documents.

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

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

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

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

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

y. If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, the Contractor shall give the County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the Work, except in emergency endangering life or property, and the procedure shall be as provided for changes in the Work. No such claim shall be valid unless so made.

z. The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its own Work in accordance with the contract and without expense to the County and shall bear the expense of making good all Work destroyed or damaged by such removal or replacement.

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

aa. Neither the final certificate nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defect due thereto an pay for any damage to other Work resulting therefrom which shall appear within a period of one year from the date of the final payment. The County shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the County, subject to arbitration, notwithstanding final payment.

bb. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to Subcontractors or for material or labor or otherwise be guilty of a substantial violation of any provision of the Contract, then the County may serve written notice upon the Contractor of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract and, unless within 10 days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County shall have the right to take over and perform the Contract. The County may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may, without liability for so doing, take possession of and utilize in completing the Work such material, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefor.

cc. If the Work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the County should fail to issue any certificate for payment within seven (7) days after it is due, or if the County should fail to pay the Contractor within thirty (30) days of its maturity and written presentation any sum certified by the County then the Contractor may, upon ten days written notice to the County stop Work until payment is made.

dd. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:

A. Defective Work not remedied
B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
D. A reasonable doubt that the contract can be completed for the balance then unpaid.
E. Damage to another Contractor.

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

ee. The County shall be responsible for and at the County's option may maintain such insurance as will protect the County from its contingent liability for damages for personal injury, including death, which may arise from operations under this contract.

ff. In addition to the insurance coverage required by Attachment I, Insurance Requirements for County Contracts, the Contractor shall maintain the insurance coverages described below.

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

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

The cost of all insurance in excess of the amount of the Contract, including change orders, less amount of permissible insurance exclusions, shall be borne by the County.

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

gg. If either party to this contract should suffer damage in any manner because of the wrongful act or neglect of the other party or of anyone employed by the other party, then the damaged party shall be reimbursed by the other party for such damage.

hh. Neither the final payment, nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the County has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

ii. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to the Contractor hereunder, without the previous written consent of the County.

jj. Quotes and any resultant contract shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through Butte County Purchasing Services in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html, and is hereby made a part of this contract by reference as though fully set forth herein. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).

kk. If the total project price is $25,000 or more, the Contractors shall include a bid bond in the amount of ten percent (10%) of the quoted price. As an alternative to including a bid bond, contractor may include a check payable to the County of Butte in the amount of ten per cent (10%) of the quoted price. Failure of the selected Contractor to agree to perform

the work described in the resultant Contract shall result in the Contractor's forfeiture of the ten percent represented by the payment bond or check.

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

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

ll. The Contractor shall be responsible for compliance with California Government Code Section 4216 that requires notification of Digalert (1-800-227-2600) prior to digging in the soil in connection with any County project. Failure to comply with this Government Code shall be the sole responsibility of the Contractor.

14. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III SMALL PROJECTS TERMS AND CONDITIONS shall prevail.