

REQUIREMENTS FOR CONTRACTORS

1. LICENSES

All Contractors and their Subcontractors shall be licensed at the time of the bid date by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

3. PAYING OF PREVAILING WAGE RATES

The Board of Supervisors has been provided with a determination of the prevailing rates of wages applicable to this project, which is on file in the Office of the County Clerk, copies of which may be obtained from the Department of Public Works. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

4. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold County harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

5. INSURANCE

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work.

___By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

Nothing herein shall be construed as a limitation of Contractor's liability, and County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6. WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

___By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

7. NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. INTEGRATED PEST MANAGEMENT (IPM)

The Contractor shall be required to strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Engineer four calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the Engineer in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to

\$200.00 per incident and/or contract termination. The IPM policy and Ordinance is available at the following website.

<http://www.co.marin.ca.us/depts/AG/Main/IPM/ipmprogramhome.cfm>

List of Materials

Within thirty (30) days after award, the successful bidder shall furnish to the Engineer for approval a list of fertilizers, herbicides, insecticides, and other chemicals he proposes to use at each work site. He shall also furnish a sample label and a MSDS for each product.

Contractor shall use only County approved materials.

Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Engineer if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work and corrective action taken. If a pesticide was used, the product name, the amount applied and the area treated must also be reported.

9. GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that he has not in any manner sought by collusion to secure himself an advantage over any other bidder.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

Contractor (Firm Name)

Signature

Date