

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and New Image Landscape Company ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on September 1, 2020, and end on October 31, 2025, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$ 1,000,000.00
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$ 1,000,000.00

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Jessica Stratton

Name: Russell Takehara

Title: County Service Area Coordinator

Title: Vice President, General Manager

Address: 2301 Technology Parkway

Address: 3250 Darby Common

Hollister, California 95023

Fremont, California 94539

Telephone No.: (831) 245-9657

Telephone No.: (510) 226-9191

Fax No.: (831) 636-4176

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Jaime De La Cruz

Name: Russell Takehara

Chair, San Benito County Board of Supervisors

Title: VP, General Manager

Date: _____

Date: 7/31/2020

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: July 31, 2020

ATTACHMENT A Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following landscaping services within County Service Areas, as more specifically described below:

Contractor will provide all the routine drainage and landscaping maintenance services for County Service Areas (CSAs) #9-Ridgemark, #16-Santa Ana/Holiday Estates, #21-Long Acres, #23-Rancho San Joaquin, #24-Santa Ana Estates, #28-Heatherwood, #34-Ausaymas Estates, #35-Union Heights, #42-Lemmon Acres, #46-Quail Hollow, #47-Oak Creek, #48-Dry Creek, #50-Dunneville Estates, #51-Comstock, #53-Riverview Estates, #55Creekside 5/6, and Community Facilities District (CFD) 2015-01 Santana Ranch, as further described in the County Service Area Location Maps attached hereto and incorporated herein by reference as Attachment A-1. Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to maintain healthy drainage culverts, grass, trees, shrubs, and plants within the CSAs. Services will be provided in a manner that will present a clean, free of obstruction (culverts and detention ponds), neat, pest (landscape areas) and disease free environment and appearance of each CSA. The acreage to be maintained for each CSA is as follows:

- a. CSA 9 - Ridgemark
Approximately 3.36 acres
- b. CSA 16 - Santa Ana/Holliday Ranch
Approximately 0.20 acres
- c. CSA 21 - Long Acres
Approximately 1.01 acres
- d. CSA 23 - Rancho San Joaquin
Approximately 2.19 acres
- e. CSA 24 - Santa Ana Estates
Approximately .08 acres
- f. CSA 28 - Heatherwood Estates
Approximately 1.10 acres
- g. CSA 34 - Ausaymas Estates
Approximately 0.02 acres
- h. CSA 35 - Union Heights
Approximately 3.0 acres
- i. CSA 42 - Lemmon Acres
Approximately 1.51 acres
- j. CSA 46 – Quail Hollow
Approximately 2.5 acres, including sound wall along Enterprise Road

- k. CSA 47 – Oak Creek
Approximately 1.6 acres, including sound wall along Enterprise Road
- l. CSA 48 – Dry Creek
Approximately 0.52 acres
- m. CSA 50 – Dunneville
Approximately 1.22 acres
- n. CSA 51 - Comstock
Approximately 1.46 acres
- o. CSA 53 – Riverview Estates
Approximately 1.27 acres, including sound wall along Hospital Road
- p. CSA 55 - Creekside 5/6
Approximately 0.16 acres
- q. CFD 2015-01 - Santana Ranch
Approximately 6.68 acres

Area No.	Item Description	Approximate Acreage	
CSA 9	Ridgemark	3.36	acres
CSA 16	Santa Ana/Holiday Estates	0.20	acres
CSA 21	Long Acres	1.01	acres
CSA 23	San Joaquin Ranch	2.19	acres
CSA 24	Santa Ana Estates	0.08	acres
CSA 28	Heatherewood Estates	1.1	acres
CSA 34	Ausaymas Estates	0.02	acres
CSA 35	Union Heights	2.81	acres
CSA 35	Union Heights Detention Basin	0.19	acres
CSA 42	Lemmon Acres	1.51	acres
CSA 46	Quail Hollow (weekly maintenance)	2.5	acres
CSA 47	Oak Creek (weekly maintenance)	1.6	acres
CSA 48	Dry Creek	0.52	acres
CSA 50	Dunneville	1.22	Acres
CSA 51	Comstock Estates	1.46	acres
CSA 53	Riverview Estates {weekly maintenance}	0.53	acres
CSA 53	Riverview Estates - Detention Basin	0.38	acres
CSA 55	Creekside 5 & 6	0.16	acres
CFD 2015-01	Santana Ranch	6.68	acres

Specifications

General

Proper maintenance sustains the quality and health of an area and preserves the intended design concept. Maintenance is intended to provide an overall drainage of excess flow from impervious surfaces into the intended retention basins to recharge the water table. Maintenance also provides an aesthetically pleasing appearance for the CSA community. Plans are chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the plant material. Trimming and pruning should not alter this form appreciably. Services will be provided in a manner that will maintain all culverts and drainages free of vegetation growth, meaning mowing down to 2 inches above the ground. Weed-whack grasses all around detention ponds, drainage ditches, and culverts. Removal of litter from all CSAs during servicing will also be part of keeping areas presentable and free of obstructions.

Mowing

Detention basins, culverts, and storm drainage areas shall be mowed bi-annually (2 times a year). Mowing is preferably to be done before rain season (October 1st) and after rain season (May/June). Turf areas (lawns) shall be mowed weekly during the growing season and as required during winter months (Quail Hollow #46, Oak Creek #47, and Riverview #53). The mowing height shall be appropriate to the turf species and shall be maintained consistently to prevent scalping or burn. Grass clippings shall be removed so as not to be visible after mowing. Adjacent sidewalks and streets shall be clean of clippings. Mowing patterns shall be alternated each week to avoid creating ruts and compaction.

Bedding and Planted Areas

Contractor shall maintain bedding and non-turf planted areas. All weeds shall be eradicated manually or mechanically, but not chemically.

Fertilization

All planted areas shall be fertilized at least three times per year. A fertilization schedule that includes type of fertilizer and schedule of application shall be included in the proposal.

Aeration

Contractor shall, as conditions require, aerate the soil in improved areas to maintain grounds in a healthy state. Aeration shall take place at least once a year but not more than two times a year. Aeration shall occur at the optimum time of year according to the type of soil and turf. An aeration schedule shall be provided for each CSA.

Edging

Sidewalks, driveways, curbs and other concrete or asphalt edges shall be edged no less than every other mowing. Edging will include the removal of vegetation from cracks or expansion joints in sidewalks, driveways, and curbs. Clippings shall be removed.

Pruning

Trees and shrubs shall be pruned to promote plant health and shape. Trees and shrubs along traffic areas or sound walls shall be trimmed to keep walkways and other traffic areas clear. All vegetation shall be trimmed around trees, shrubs, buildings, fence posts, fire hydrants, and any other areas where mowing equipment cannot reach. All trimming is to take place at the time of mowing. Any damaged trees, plants, shrubs, or facilities shall be repaired by the Contractor. Any plants, trees, or shrubs requiring replacement due to damage by the Contractor will be replaced with the same size and type of item, and will be replaced within 10 working days from the date of notice by Resource Management Agency.

Removal of Debris

Contractor shall remove all natural debris, such as fallen branches, blown in brush or vegetation, and dead animals. Contractor shall also remove all man-made debris and litter. During the fall months fallen leaves shall be removed and disposed of at John Smith Road Landfill. The disposal site is located at the following address:

South Valley Organics
3675 Pacheco Pass Highway
Gilroy, CA 95020

PestControl

Contractor shall identify harmful pests, including insects and rodents, and perform necessary pest control in an approved environmentally sensitive manner. Efforts shall be made to eliminate harmful pests while sparing beneficial organisms. All chemical controls must be applied under the supervision of a licensed and qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law.

Replanting

Plant material which dies through the fault or neglect of the Contractor or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the owner.

Irrigation

The irrigation system shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health, and vigor of all landscape plant material. Irrigation controllers shall be programmed in order to match plant material water needs to the irrigation applied, as necessary to prevent any browning or barren areas resulting from lack of irrigation. When a sufficient amount of rainfall has occurred, the Contractor will turn off the irrigation system until it is necessary to water again. A properly adjusted automatic rain shut-off device may be used for this purpose. In the event of a water break, Contractor shall isolate and turn off the control valve and notify Resource Management Agency immediately. Repairs to sprinkler equipment damaged by mowers or equipment operated by the Contractor shall be the responsibility of the Contractor, at no cost to the owner. If repair work is not accomplished in a timely manner, Resource Management Agency shall have the work completed and deduct the loss from the monthly payment.

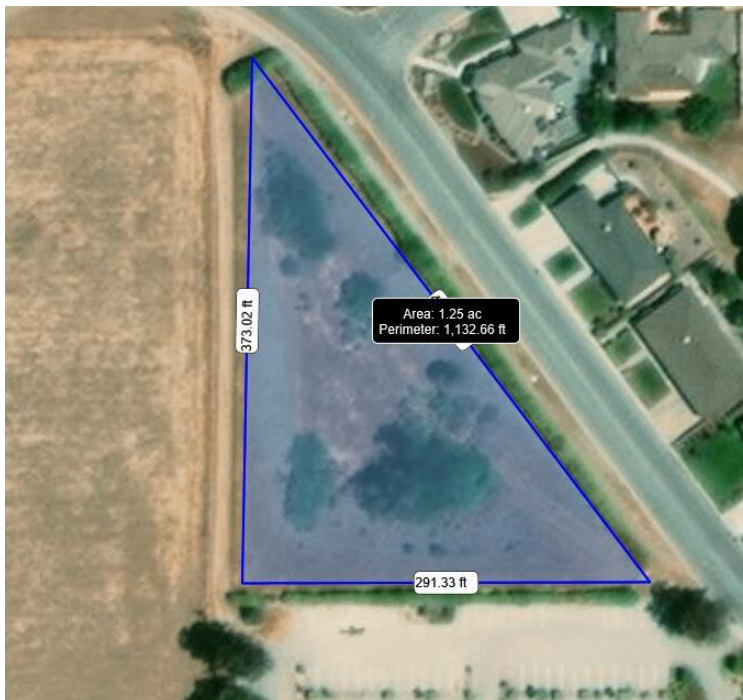
END OF ATTACHMENT A

**ATTACHMENT A-1: COUNTY SERVICE AREA
LOCATION MAPS**

CSA #9 (Ridgemark)



1.0 Acres – Detention pond at the end of Paullus Dr in Ridgemark



1.25 acres – Detention Pond off of S. Ridgemark Dr. between Lanini Dr. & Duffin Dr.



1.11 acres Detention pond off of Ralph Way

CSA #16 (Santa Ana/Holiday Estates)



0.05 Acres – Culvert off of Sunset Dr. (Holliday Estates)



0.15 acres- Drainage at 181 Holliday Dr. & 90 Sunrise Dr. (Holliday Estates)

CSA #21 (Long Acres)



1.01 acres – Detention pond (entrance off of Santa Ana Road)



Long Acres Detention Pond up-close

CSA #23 (Rancho San Joaquin/Trevis Trail)



2.19 acres – Drainage across Rancho San Joaquin/Trevis Trail



Travis Trail entrance from North West entrance off of Trevis Trail.

CSA #24 (Santa Ana Estates)



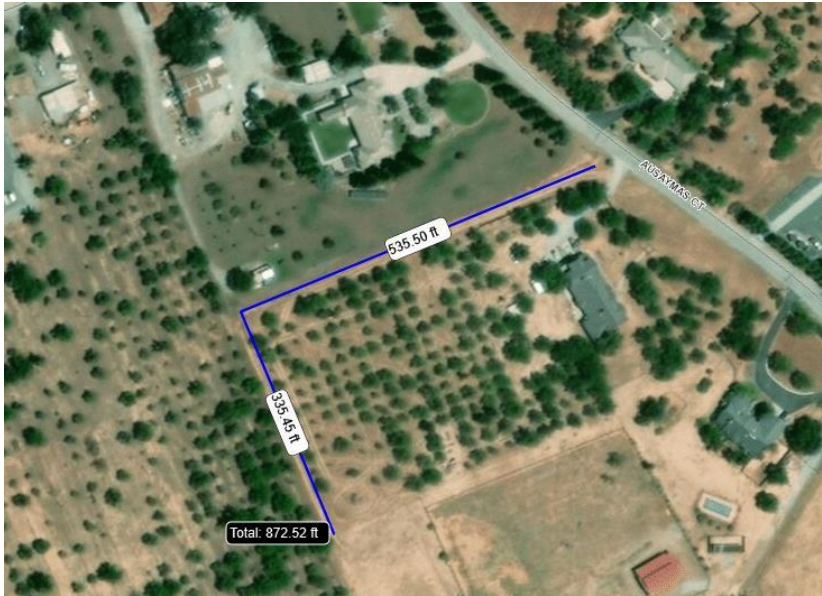
0.08 acres – Detention Pond at 280 Kane Dr.

CSA #28 (Heatherwood Estates)



1.1 acres – Detention Ponds

CSA #34 (Ausaymas Estates)



0.2 acres – Drainage at 111 Ausaymas Ct



Ausaymas drainage up-close

CSA #35 (Union Heights)



0.19 acres – Detention pond



2.81 acres across back side of Union Heights and off of Riverside Rd.

CSA #42 (Lemmon Acres)



0.12 acres south end of Lemmon Acres off of Carey Way. (Section A)



Section A up-Close



0.15 acres – Drainage off of 2905 Carey Way (Section B)



Section "B" up-close



0.39 acres – Detention Pond at 2960 Carey Way



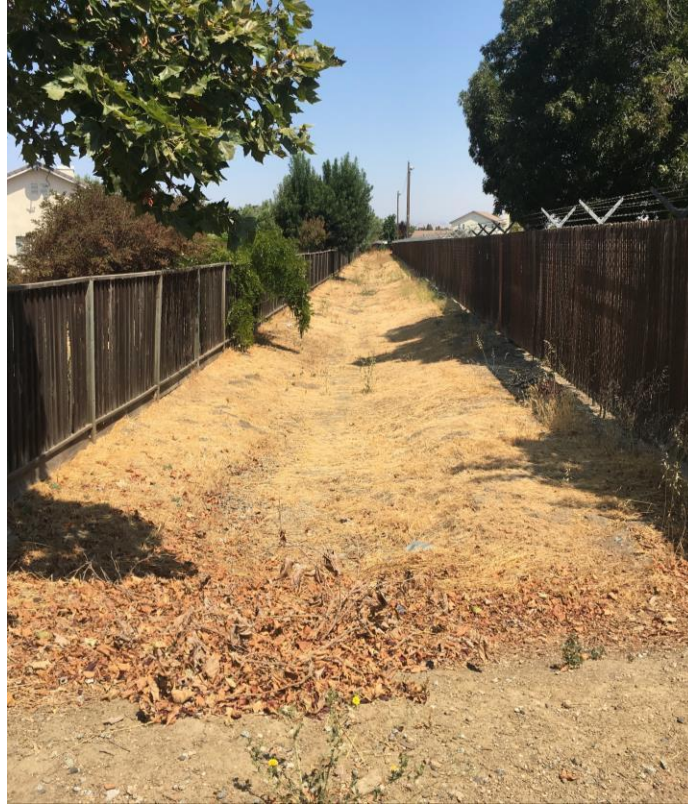
0.37 acres – Drainage on West end of Lemmon Acres



Drainage on West end of Lemmon Acres up-close



0.48 acres – Drainage on East end of Lemmon Acres



Drainage on East end of Lemmon Acres up-close

CSA #46 (Quail Hollow) and CSA #47 (Oak Creek)



CSA #46 (Quail Hollow) consists of Area 4, Area 5 and Area 6
 CSA #47 (Oak Creek) consists of Area 1, Area 2, and Area 3 (NOTE: The red line through Area 1 represents a storm drain easement that is included in the Drainage and Landscaping Maintenance Services scope of work).



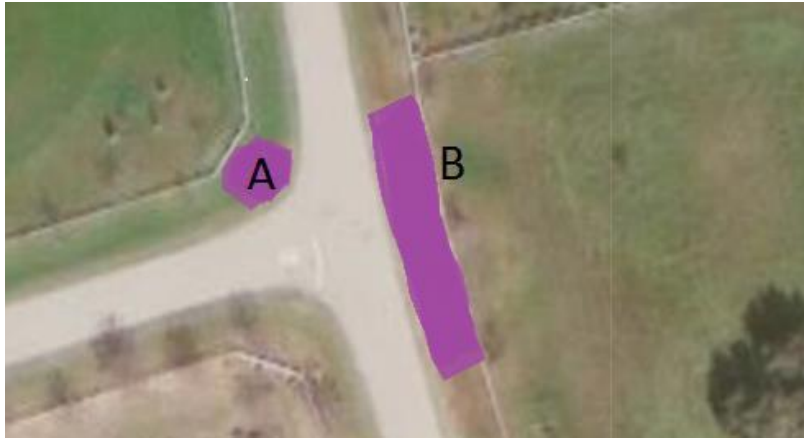
Area 6 up-close (includes trail from Quail Hollow Dr to the Quail Hollow Park)

CSA #48 (Dry Creek)



0.52 acres – Detention Pond at 291 & 281 Dry Creek Dr.

CSA #51 (Comstock)



0.3 (Section A) acres & 0.08 (Section B) acres at corner of Stony Book Dr. & Canyon Dr.



Section "A" up-close



Section "B" up-close



0.15 acres off of Little River Dr. & Glen Falls Ct.

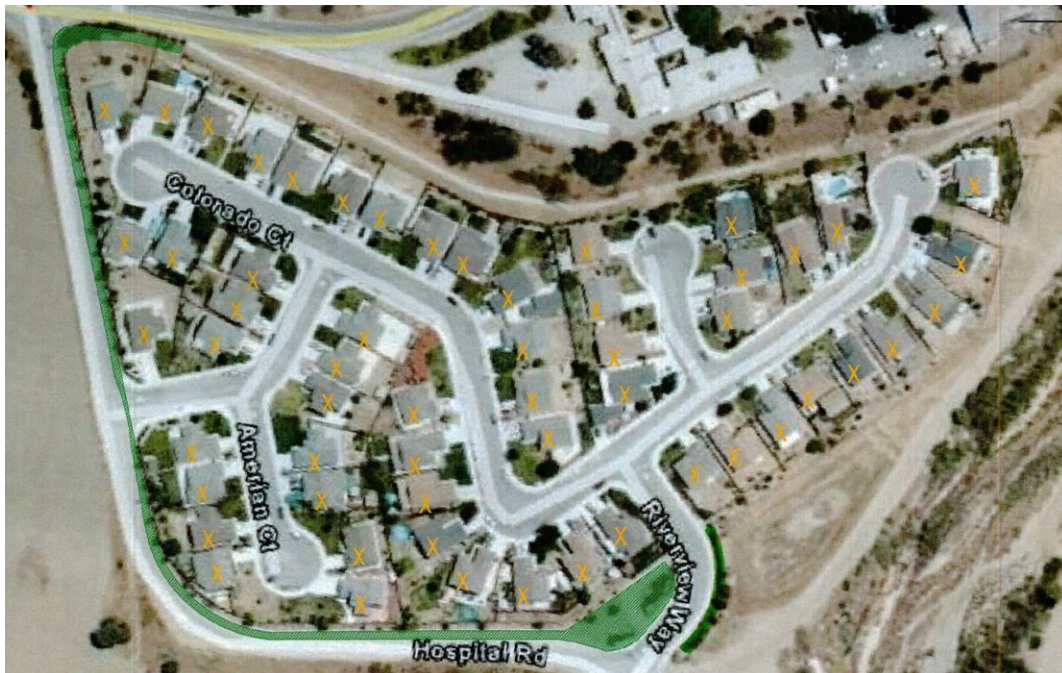


0.57 acres – Detention Pond at 1130 Little River Dr.



0.18 acres – Drainage & 0.45 acres Detention Pond at 1147 Stony Brook Dr.

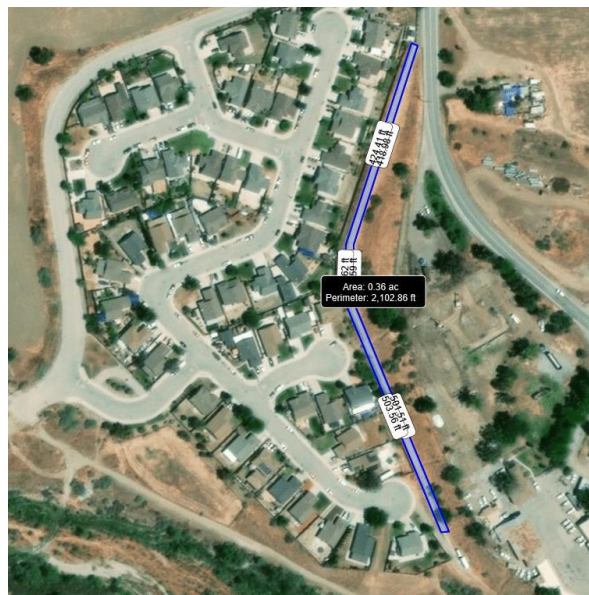
CSA #53 (Riverview Estates)



Riverview Way/Hospital Rd corner .25 acres
 Along Hospital Rd to Southside Rd. .28 acres



0.38 acres Detention Pond



0.36 acres Storm Drain Easement

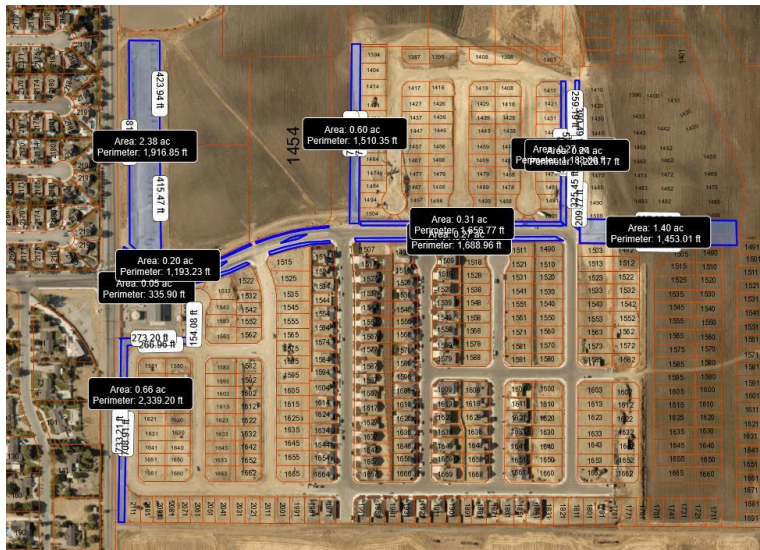
CSA #55 (Creekside 5/6)





Creekside .16 acres total
Cypress Rd. and Hillcrest Rd./Los Altos Dr.

CFD Santana Ranch



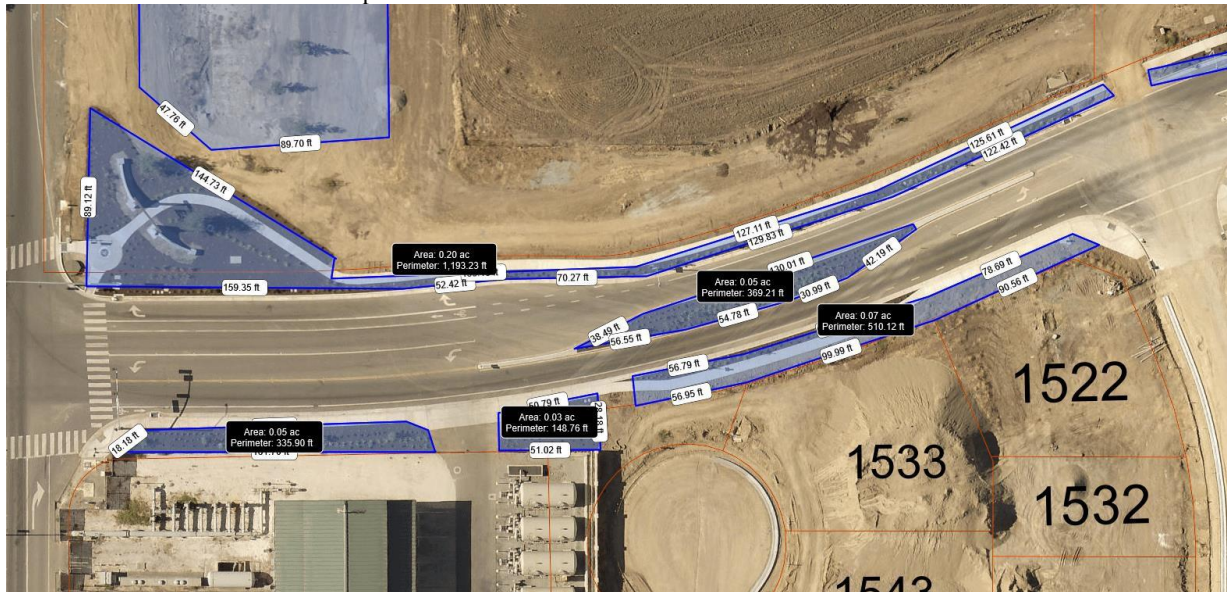
6.68 total acres *see below for each area



2.38 acres – Retention pond off of Fairview Rd



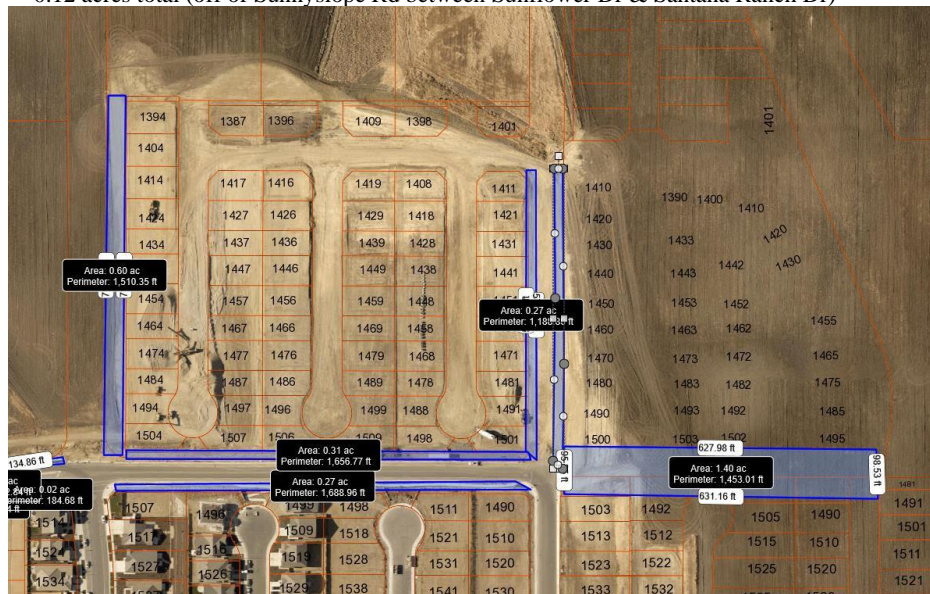
0.66 acres – sound wall off of Fairview Rd



0.40 total acres of front entrance (off of Sunnyslope Dr. between Fairview Rd & Sunflower Drive)



0.12 acres total (off of Sunnyslope Rd between Sunflower Dr & Santana Ranch Dr)



3.12 total acres (around Santa Ranch Rd, Sunnyslope Rd, & Park Trail Dr and the Neighborhood park)

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$526,750.00 (\$105,350.00/year for five years),

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

- CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor and other services necessary to construct and complete the project in a good workmanlike and substantial manner and to the COUNTY's satisfaction, for the amount of compensation set forth in paragraph B-3 above, which shall include all Federal, State, and local taxes, direct or indirect, upon all materials, and shall include the cost of all applicable royalties and license fees, and all charges for merits and licenses.

- The compensation specified in paragraph B-3 above shall be comprised of the following annual costs within each of the CSA's and CFD 2015-01, as described in Attachment A to this contract:

Area No.	Item Description	Annual Cost
CSA 9	Ridgemark	\$13,000.00
CSA 16	Santa Ana/Holiday Estates	\$1,200.00
CSA 21	Long Acres	\$2,800.00
CSA 23	San Joaquin Ranch	\$5,500.00
CSA 24	Santa Ana Estates	\$1,400.00
CSA 28	Heatherewood Estates	\$3,200.00
CSA 34	Ausaymas Estates	\$1,000.00
CSA 35	Union Heights	\$8,100.00
CSA 35	Union Heights Detention Basin	\$1,350.00
CSA 42	Lemmon Acres	\$6,000.00
CSA 46	Quail Hollow (weekly maintenance)	\$11,000.00
CSA 47	Oak Creek (weekly maintenance)	\$7,500.00
CSA 48	Dry Creek	\$1,400.00
CSA 50	Dunneville	\$7,000.00
CSA 51	Comstock Estates	\$2,600.00
CSA 53	Riverview Estates (weekly maintenance)	\$4,400.00
CSA 53	Riverview Estates - Detention Basin	\$1,400.00
CSA 55	Creekside 5 & 6	\$1,300.00
CFD 2015-01	Santana Ranch	\$25,200.00

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court cost, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability of not less than the amount set out in Paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out on Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employee of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents the COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now. Or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempt assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully repaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employees specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

Warranty

Contractor shall warrant all work and materials for a period of one (1) year unless otherwise specified.

Prevailing Wage

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to The County, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

END OF ATTACHMENT D.