

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Villa & Sons Builder Services ("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 July 1, 2017, and end on December 31, 2018, unless terminated in accordance with section 6 below.

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 compensate CONTRACTOR for said services pursuant 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 Attachments A and C.

- (a) Comprehensive general liability insurance: \$1,000,000; See Attachment A
- (b) Professional liability insurance: N/A; See Attachment A
- (c) Comprehensive motor vehicle liability insurance: \$500,000; See Attachment A

6. Termination.

The parties may terminate this agreement as specified in Attachment C. The number of days of advance written notice required for termination of this contract for convenience is 30 days.

7. Specific Terms and Conditions (check one)

- ☐ [] There are no additional provisions to this contract.
- ☒ [X] 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 A. Attachment A is made a part of this contract.
- ☒ [X] 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.

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:

Name: John Guertin

Title: RMA Director

Address: 2301 Technology Parkway
Hollister, California 95023

Telephone No.: (831) 636-4170

Fax No.: (831) 636-4176

Contract Administrator for CONTRACTOR:

Name: Edith Sauno

Title: VP Operations

Address: 1400 Orchard Road
Hollister, CA 95023

Telephone No.: (831) 637-4063

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: Edith Sauno

Title: VP Operations

Date: _____

APPROVED AS TO LEGAL FORM:

Barbara J. Thompson, San Benito County Counsel

By: Sarah Dickinson, Interim Assistant
County Counsel

Date: _____

ATTACHMENT A

Scope of Services

A. SCOPE AND PERFORMANCE OF WORK.

Contractor will provide monthly (i.e., twelve (12) times per year) street sweeping services to County Service Area (CSA) #9 – Ridgemark on a regularly scheduled basis (as indicated on the Official IFB Bid Form), by removing litter, leaves, dirt, and debris from designated streets. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to perform street sweeping services. The area to be swept is as follows:

- A. Ridgemark Homes Association
- B. Ridgemark XI Homeowners Association
- C. Villa Pacheco Homeowners Association
- D. The Greens Homeowners Association
- E. The Villages Homeowners Association
- F. The Bluffs Homeowners Association

Refer to Attachment A-1 for street list and map.

The standards of performance, which the contractor is obligated to perform hereunder are standards considered to be good street sweeping practices.

Street sweeping shall be conducted in a manner reflecting roadway function and design. Street sweeping operators shall have appropriate training to assure competence in machine operation.

Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper speed exceed 5 miles per hour. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic.

Hours of Sweeping will be approved and directed by the County. The Contractor shall sweep the entire paved surface of each street assigned to it, including all curb lines as well as intersections (cross gutter area), so as to leave the street clean and free of all road debris that would normally be expected to be picked up by a mechanical broom-type sweeper without excessive damage to the sweeper, such as wood, leaves, paper, plastics, and bottles, glass, cans, metal fragments, stones, pavement fragments and similar materials. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

The COUNTY OF SAN BENITO will inspect the work of the contractor. It is understood that if the streets do not meet acceptable County standards, the contractor will be required to sweep the deficient streets again within 48 hours at no cost to the County. The determination of acceptable County standards will be made by the Public Works Administrator and/or his designee.

The Contractor shall furnish all labor, equipment, materials, tools, water, debris disposal and incidentals necessary for accomplishing the work. It will be the sole responsibility of

the contractor to obtain potable water used for dust control, and no additional compensation will be allowed therefore.

The Contractor shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, including, but not limited to those for dust control on each street sweeping unit.

The Contractor shall be responsible for notifying and making arrangements with owners of vehicles parked within the work area for their removal.

All sweeping shall be performed by a pre-approved route. Once sweeping begins on a street it shall be swept to completion. No "jumping around" shall be permitted. Sweeping shall be accomplished in the same direction as traffic flow at all times. The Contractor shall make every reasonable effort to minimize the streaks left by sweepers.

The Contractor shall ensure that all catch basin grates and inlets are left free and clear of debris.

The Contractor shall provide dust control measures as may be required to comply with all applicable laws and regulations, and to prevent nuisance conditions from impacting any neighborhood or street at all times during sweeping. The Contractor shall be required to provide for cleanup of any dust or dirt distributed on sidewalks, houses, vehicles, clothing or other areas or facilities due to improper or inadequate dust control.

Sweeping shall normally consist of a single pass over an area, however, the Contractor shall make as many additional passes or such extra effort as may be required to adequately clean the street. Obstructions such as accumulation of silt, compacted dirt, leaves and similar debris shall be removed unless the removal of such obstruction can not be accomplished without damage to equipment, inflicting personal injury or clearly is beyond the capabilities of the specified equipment. Obstructions such as small tree limbs and rocks shall be removed from the sweeping path and hauled away by the Contractor rather than bypassing the area. The Contractor shall not be responsible for removing larger items, such as broken pieces of curbing, large boards, large tree limbs, or similar materials. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, fallen tree limbs, disabled vehicles, construction equipment or materials, and/or other similar items shall be reported per "Notification of Sweeping Obstructions", set forth below. No extra compensation shall be paid for any extra effort in complying with the above.

The County shall perform inspections on a regular basis, as well as spot checks and response to complaints. The County Public Works' Director, or his designee, shall decide the adequacy of sweeping. In the event that the results of a sweep are considered unsatisfactory, the Contractor shall re-sweep the unsatisfactory area at its own expense within five (5) days after notification by phone.

The County reserves the right to withhold payment for missed, incomplete, or unsatisfactory sweeping performance.

Additionally, Contractor shall be bound by all terms, requirements, and conditions of IFB PWB-1203, incorporated herein by this reference.

2. **SCHEDULING REQUIREMENTS**

Within ten (10) days after notification of award, the Contractor shall submit a proposed schedule of the dates when the area is to be swept. The schedule shall be subject to the review and approval of County. In the event that a storm causes excess debris in the streets, or excess debris occurs on the street for any other reason, the Contractor shall, at the request of the County, and in lieu of the next scheduled sweep, sweep such debris as soon as possible.

3. **EQUIPMENT**

All equipment used for the performance of this contract shall be standard heavy duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained as to condition and appearance so as to insure a high level of street sweeping services, and shall be all current State and Local regulations and requirements. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles, the California Highway Patrol, Cal OSHA regulations, and all other applicable codes required in the State of California.

Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.

Machines must be equipped with an adequate water spray-system for dust control.

All units must be clearly and prominently marked with the contractor's name and unit number. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.

4.. **DISPOSAL**

The contractor shall dispose of all refuse and debris collected in the sweeping operation by hauling to a properly licensed Class III disposal site for disposal of sweeping debris, in compliance with all State, Federal and local laws. No "on-road" storage or dumping shall be permitted.

5. **NOTIFICATION OF SWEEPING OBSTRUCTIONS**

The Contractor shall notify the County of any obstruction and/or reason why sweeping could not be performed for a specific area. The initial report shall be made verbally within twenty-four (24) hours, followed by a written report within five (5) days. The County shall take action which is reasonably appropriate to mitigate the obstruction, or the Contractor is relieved from its sweeping responsibilities in that area until the obstruction is removed. This provision shall not apply to parked vehicles.

6. **ADDITIONAL TERMS**

A. Delivery and Storage.

Delivery and storage of all equipment and materials (if applicable) shall be the responsibility of the contractor.

B. Prevailing Wage

The County believes that street sweeping operations are exempt from prevailing wage requirements. However, during the term of this IFB, if it is determined that prevailing wages must be paid for street sweeping services, in accordance with Labor Code Sections 1773 et. seq., by any revised administrative regulations or by a court decision in which the County is a party, Contractor shall invoice the County for the difference in rates based upon the difference between the actual wages paid and the required prevailing wages and the County shall pay such difference in rates to the extent that Contractor pays such amounts to its employees or former employees. County shall not be responsible for the reimbursement or payment of any penalties or interest.

C. Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the COUNTY OF SAN BENITO.

D. Assignability

This contract is not assignable by contractor either in whole or in part, but may be subject to subcontract, as set forth in paragraph 6(K) below.

E. Compliance with Statute

Contractor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the services furnished.

F. Warranty

Contractor warrants to County and CSA No. 9 that the services covered by this Contract will conform to the specifications, description and time provisions furnished by the County and will be of first class workmanship; and County reserves the right to cancel the unfilled portion of this contract without liability to Contractor for breach of this warranty. Unacceptable service is not waived by acceptance of previous unacceptable service nor by failure to notify Contractor thereof.

G. Rights and Remedies of the COUNTY OF SAN BENITO for Default

1. In the event any service furnished by the contractor in the performance of the contract should fail to conform to specifications therefore, the COUNTY OF SAN BENITO may reject the same, and it shall thereupon become the duty of the contractor to complete the service as specified, without additional expense to the COUNTY OF SAN BENITO; providing that should the contractor fail, neglect or refuse so to do the COUNTY OF SAN BENITO shall have the right to purchase the service in the open market, in lieu thereof, and deduct from any moneys due or that may thereafter become due to the contractor the difference between the prices named in the contract and the actual cost thereof to the COUNTY OF SAN BENITO, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

2. Cost of providing any service which does not meet specifications, will be the responsibility of the Contractor.
3. The rights and remedies of the COUNTY OF SAN BENITO provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

H. Force Majeure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

I. Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

J. Recycled Products

1. A "product containing recycled materials" shall mean, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301 (c) the Public Contract Code, and shall mean, with respect to other products, a "recycled product," such as, but not limited to, plastic, motor oil, paint, pavement, insulation, tires, etc., as that term is defined in Section 12301 (d) of the Public Contract Code.
2. To the extent that the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law shall prevail.

K. Subcontractors

Contractor may subcontract out the work of the contract to be awarded, subject to the prior approval of County, which shall not be unreasonably withheld. Contractor shall provide the contract with subcontractor to County for its review and approval in advance. Contractor shall insure that any subcontractor contract requires the subcontractor to comply with this contract in all respects. Without limitation, the subcontractor shall be required to indemnify the County and shall be required to comply with all insurance coverage requirements required of successful bidder under this contract.

L. Insurance Requirements

1. Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the Contract or purchase order.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

2. Insurance

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.
- b. Types of Insurance and Minimum Limits:
 - 1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - 2) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - 3) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - i. Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - ii. Full Personal Injury coverage;

- iii. Broad form Property Damage coverage, and
- iv. A cross-liability clause in favor of COUNTY.

3. Other Insurance Provisions

- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
- b. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
- c. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy: "The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."
- d. All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of San Benito, San Benito County Administration Office, 481 4th Street, San Benito, CA 95023".

- e. CONTRACTOR agrees to provide COUNTY at or before the effective date of any award from the IFB with a certificate of insurance of the coverage required.
- f. All required insurance policies shall be endorsed to contain the following clause:

"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County
Administration Department
481 4th Street
Hollister, CA. 95023

- 4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this Contract Certificates of Insurance for all required coverage.
- 5. In the event of any conflict between this paragraph 6(L), and Attachment "C" to the County's Standard Contract, requirements of this paragraph shall prevail.

M. Maximum Response Time

Guaranteed maximum response time to non-scheduled service calls will be twelve (12) hours.

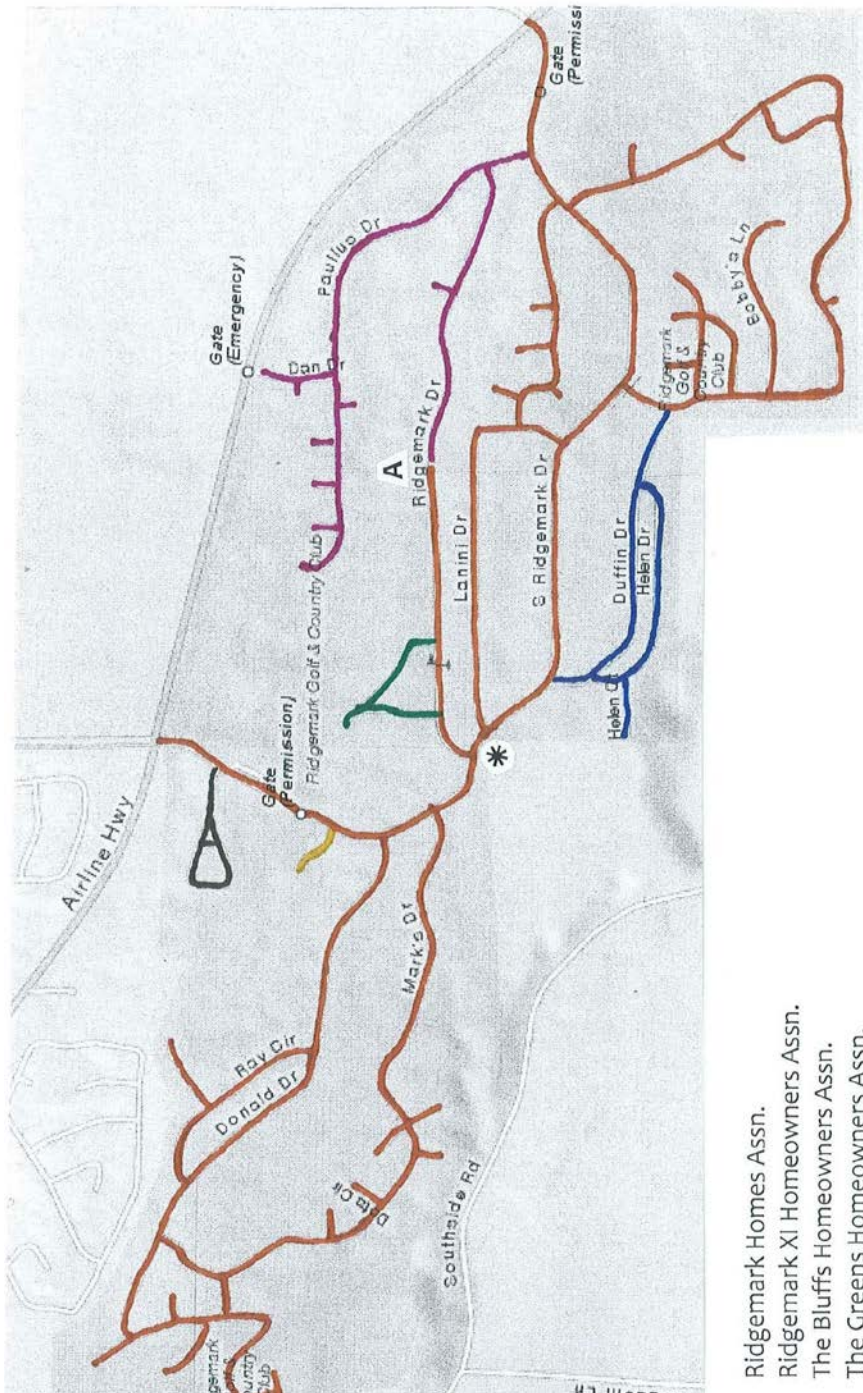
N. Map of Service Area and Street List

See Attachment A-1 attached hereto and incorporated herein.

In the event of any conflict between this Attachment "A" and the Attachment "C" to the County's Standard Contract, requirements of this Attachment "A" shall prevail.

END OF ATTACHMENT A.

ATTACHMENT A-1 **Map of Service Area and Street List**



Ridgemark Homes Assn.
 Ridgemark XI Homeowners Assn.
 The Bluffs Homeowners Assn.
 The Greens Homeowners Assn.
 Via Pacheco Homeowners Assn.
 The Villages HOA Homeowners Assn.

Split – Ridgemark Dr. makes sharp left turn; road becomes S. Ridgemark Dr.
 Boundary between Ridgemark Homes Association and Ridgemark XI HOA

Street Name	Centerline Length	Approx Curb Length
Ridgemark Homes Association		
Ridgemark Main Entrance @ Airline to Main Gatehouse	1620	3240
Ridgemark Dr from Main Gatehouse to "split" at S. Ridgemark Dr.	1540	3080
Ridgemark Drive from "split" to Point A	2236	4472
South Ridgemark Dr. (from "split") to Gate 2 at southern entrance)	6025	12050
Lanini Dr	2835	5670
Fred's Way	4050	8100
Lois Cir	195	390
Doris's Cir	100	200
Bruce's Ct	255	510
Louise's Ct.	195	390
Sonnie's Way	6200	12400
Schmidt Ct	160	320
Randy's Cir	720	1440
Cheri's Ct	215	430
Bobbie's Lane	1465	2930
Bobbie's Ct.	245	490
Linda Dr	750	1500
Bonnie Lane	1025	2050
Janet's Ct	195	390
Marie's Ct	215	430
Diane's Ct	275	550
Donald Dr	4260	8520
Ray's Circle	1515	3030
Ralph's Dr	545	1090
George's Dr	1335	2670
Carol Ann Ct	215	430
Brick's Way	295	590
David Dr.	575	1150
Caryl Ct	530	1060
Frank's Dr	865	1730
Everest Dr	550	1100
Bernice Ct	225	450
Mark's Dr	5010	10020

Street Name	Centerline Length	Approx Length of edge or curb
Ridgemark Homes Association (Cont.)		
Terry Ct	285	570
Barbra's Ct	205	410
Florence Ct	285	570
Dot's Circle	285	570
Subtotal	47496	94992
Ridgemark XI HOA		
Paullus Drive	4050	8100
Ridgemark Dr. (from point A on map) to Paullus Dr.	2171	4342
Jess Ct	225	450
Mayme Ct	200	400
Marcus Ct	190	380
Ken Ct	125	250
Dan Ct	605	1210
Jeanette Ct	90	180
Rob's Ct.	143	286
Subtotal	7799	15598
The Bluffs HOA		
Helen Ct	445	890
Helen Dr	1795	3590
Duffin Dr	2440	4880
Subtotal	4680	9360
The Greens HOA		
Donna's Lane	1430	2860
Joe's Ln	1620	3240
Tyler Ct.	273	546
Ralphs Dr.	1020	2040
Subtotal	4343	8686
Villa Pacheco HOA		
Parking Lot - 14 spaces along Ridgemark Drive	430	860
TOTALS		129,496 ln. ft. (24.53 mi.)

END OF ATTACHMENT A-1.

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 \$ _____

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)

- A. Payment for street sweeping services specified in, and conducted in accordance with, Attachment A, Contractor shall be paid at the rate of nine-hundred dollars (\$900.00) per month.
- B. Cash discount offered for prompt payment: 3% %, 30 days
- C. The County shall additionally pay Contractor the sum of \$7 5.00 /hour for additional street sweeping, If requested in advance in writing by County, within the boundaries of CSA No. 9, upon a mutually agreed upon schedule, with a minimum of four hours requested per service.
- D. Invoicing (IFB, §4.1)
The County Auditor Controller will only pay by original Invoice. No invoices for partial services shall be authorized for payment without prior approval by the Auditor Controller and Public Works. Invoices In triplicate must be made to the COUNTY OF SAN BENITO and forwarded to the Contract Administrator at the Department of Public Works.
- E. Price Decline (IFB, §4.3)
In the event of a price decline or if the Contractor contracts with another government entity for the same product at lower prices than offered herein, with other terms and

conditions. being equal, then bidder shall immediately extend those some lower prices to the COUNTY OF SAN BENITO.

F. Taxes, Charges ond Extras (IFB, §4.4)

1. Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any bid reading "Full Contract Price" or "Lump Sum Price" shall require prospective bidder to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the COUNTY OF SAN BENITO, will be paid by the COUNTY OF SAN BENITO unless expressly included and itemized In the bid.
3. The COUNTY OF SAN BENITO does not pay Federal Excise Taxes. The COUNTY OF SAN BENITO will furnish an exemption certificate In lieu of such tax.

G. Discounts (IFB, §4.1 1)

1. Terms of less than 30 days for cash discount will be considered as net.
2. In connection with any discount offered, time will be computed from date correct Invoices are received In the office of the requesting department. Payment is deemed to be mode, for the purpose of earning the discount, on the dote of mailing the County warrant or check.

END OF ATTACHMENT B.



County of San Benito

Invitation for Bid (IFB) #PWB-1203

for

County Service Area #9-Ridgemark Street Sweeping Services

Submittals Due:

**Wednesday
February 22, 2012
2:00 p.m.**

**Public Works Department
3220 Southside Road, Hollister CA 95023**

CONTACT:

Lynette Redman, CSA Coordinator
(831) 636-4170

APPROVED AS TO LEGAL FORM: SAN BENITO COUNTY COUNSEL	APPROVED FOR USE IN INVITATION TO BID: SAN BENITO COUNTY BOARD OF SUPERVISORS
By: _____ Barbara Thompson, Assistant County Counsel	By: _____ Jaime De La Cruz, Chair
Date: _____	Date: _____

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SECTION 1. GENERAL INFORMATION

The County of San Benito Public Works, herein referred to as “The COUNTY OF SAN BENITO”, is seeking sealed bids from professional and insured Street Sweeping Service Providers for street sweeping services for County Service Area #9 - Ridgemark, herein referred to as “CSA.”

The County of San Benito is a 1,391 square mile bedroom community to Silicon Valley and has a vibrant agricultural economy. The County population is roughly 58,000. The county seat is the City of Hollister, where most of the population is located. The City of San Juan Bautista, which has several nationally recognized Historical Sites and is a Preserve America Community, has a population of roughly 1,800.

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1 Preparation of IFB

Bidders shall submit the completed Invitation for Bid (IFB) with appropriate attachments or explanatory materials. All attachments shall be identified with the Bidder's name and IFB number. No oral, telegraph, telephone, facsimile, electronic bids or photocopies will be accepted. IFBs must be completed in ink, typewritten, or word-processed.

2.2 IFB Documents

The following, in addition to this IFB, constitute the IFB documents:

- A. Exhibit A – Map of Service area and Street List
- B. Exhibit B – Prospective Bidder Fact Sheet
- C. Exhibit C – Customer References
- D. Exhibit D – Non-Collusion Declaration
- E. Exhibit E – Scope of Work
- F. Exhibit F – Insurance Requirements
- G. Exhibit G – County's Standard Contract

2.3 IFB Process Schedule

The following is an anticipated IFB and engagement schedule. The COUNTY OF SAN BENITO may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release IFB	February 7, 2012
Advertise IFB – Online at E-Bid Board	February 7, 2012
Advertise IFB – Free Lance and Pinnacle Newspaper	Feb 7 & 14, 2012
Deadline for Written Questions	February 16, 2012
Deadline for Issuance of Updates and Addenda	February 17, 2012
Deadline for Submittals	February 22, 2012
Approximate Award Date	March 6, 2012

2.4 Submission of Bid to IFB

Bidder shall submit the following:

- Three (3) sets: an original and two (2) copies of the completed IFB Form (see Section 5) and the following Exhibits.
- Exhibit B – Prospective Bidder Fact Sheet
- Exhibit C – Customer References
- Exhibit D – Non-Collusion Declaration

In addition, Bidder shall submit (1) specifications or brochures for equipment listed on the completed IFB form and (2) proof of the insurances stated herein, which will be incorporated in the final Contract with the Contractor selected.

Exhibit "G" shows the essential terms of the County's standard contract. The successful bidder shall return a signed contract within five (5) days of being furnished with a contract incorporating the terms of the successful bid.

Bids to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #PWB-1203** assigned by the COUNTY OF SAN BENITO, addressed to:

Lynette Redman
CSA Coordinator
Public Works Department
3220 Southside Road, Hollister CA 95023
(831) 636-4170

2.5 On Site Inspection

On site inspection of Bidder's facilities may be required by the COUNTY OF SAN BENITO to ascertain that facilities and equipment will suffice for the required specifications.

2.6 Public Opening of IFB

There will be a public opening for this IFB on **February 22, 2012 at 2:00 p.m.** at the Public Works office bidders and their representatives are welcome to attend.

2.7 Multiple Bids

Only one bid will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one bid.

2.8 Itemized Bidding

All bidders are welcome to bid all the items listed in the official bid form. However, if the bidder is unable to provide a bid for some of the items, please indicate so on the official bid form.

2.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Lynette Redman or designee.

Bidders shall be responsible for continually checking the County of San Benito website at www.cosb.us for the most current information regarding this bid. Current information may in the form of an update or a formal addendum. The last day for updates and addenda shall be posted on the above mentioned website on February 17, 2012 at 11:59 p.m. PST.

2.10 Late Bids

All bids must be delivered in person or received by mail no later than **February 22, 2012 at 2:00 p.m. PST**. Bidders shall be responsible for the timely delivery of their bids. Bids received after the deadline will not be considered, and will be returned unopened.

2.11 Point of Contact

All questions regarding this IFB shall be directed in writing to Lynette Redman who may be reached by e-mail at lredman@cosb.us. No other individual has the authority to respond to

any questions submitted unless specifically authorized by Lynette Redman. Failure to adhere to this process may disqualify the Bidder.

2.12 Non-Collusion Declaration

Bidder shall execute a Non-Collusion Declaration on the form furnished by the COUNTY OF SAN BENITO. Exhibit D includes the Non-Collusion Declaration form and is attached to the bid.

2.13 References

Bidder shall submit Exhibit C – Customer References with the bid.

2.14 IFB Evaluation Criteria

In addition to the total bid price, other factors including prior performance, references, and any on-site inspection of Bidder's facilities, may be considered.

2.15 Reservations

The COUNTY OF SAN BENITO reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all bids, without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the IFB or any subsequent negotiation process
- Terminate this and issue a new Invitation for Bid anytime thereafter
- Procure any materials or services specified in the IFB by other means
- Extend any or all deadlines specified in the IFB, including deadlines for accepting bids by issuance of an Addendum at any time prior to the deadline for receipt of bids
- Disqualify any Bidder on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the COUNTY OF SAN BENITO. Such disqualification is at the sole discretion of the COUNTY OF SAN BENITO.
- Reject any Bidder that is in breach of or in default under any other agreement with the COUNTY OF SAN BENITO.
- Reject any Bidder deemed by the COUNTY OF SAN BENITO to be non-responsive, unreliable, unqualified or irresponsible.

2.16 Notification of Withdrawals of Bids to IFBs

Bids may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the bidder or by formal written notice. All bids not withdrawn prior to the bid due date will become the property of the COUNTY OF SAN BENITO and will be deemed a valid proposal, and a non-revocable offer to provide the services, subject to the Board's acceptance or rejection of Bidder's offer within forty-five (45) days.

2.17 Interpretation

Should any discrepancies or omissions be found in the IFB specifications/requirements, or doubt as to their meaning, the bidder shall notify the Buyer in writing at once (e-mail is acceptable). The COUNTY OF SAN BENITO will post updates or addenda on its website, www.cosb.us, as it determines necessary in its sole discretion. The County shall not be held responsible for oral interpretations. Questions must be received by February 16, 2012. All addenda issued shall be incorporated into the Contract.

2.18 Notice of Award

A Notice of Award will not be offered until a contract is specifically approved by the County Board of Supervisors. Any discussions with the County regarding a potential contract should not be construed as a Notice of Award.

2.20 Execution of Agreement

Upon successful reference checks, interviews, evaluations and/or receipt of all required documents, a potential contract will be discussed with the successful Respondent. The contract will not be deemed executed until signed by the Board of Supervisors or other designee as designated by the Board of Supervisors.

2.21 Local Preference

When all other factors are determined to be equal, preference shall be given to firms/contractors having a bona-fide place of business within the COUNTY OF SAN BENITO.

2.22 Proprietary Information

All information appearing within the bid is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope. Reference sealed envelope within the body of the bid.

2.23 Brand Names, Model Designations and Descriptions

Technical equipment specifications contained in this IFB have been provided by the using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this IFB are solely for prospective bidder's reference, and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and are intended as a guide to prospective bidders. Bids on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the technical approval of the COUNTY OF SAN BENITO requesting department(s)/agencies and conform to conditions of this IFB concerning exceptions, variances and/or deviations.

2.24 Exceptions and/or Deviations

No exceptions to or deviations from this specification will be considered, unless each exception or deviation is specifically stated by the bidder as an exception on the request form and accompanied by a detailed statement completely defining the exception and/or deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown on the IFB in the designated places; however, that information is not sufficient evidence that the bidder is making an exception. If no exception or deviation is shown, the bidder will be required to furnish the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the bidder. The COUNTY OF SAN BENITO reserves the right to reject, as unresponsive, any bid not containing all information requested by the COUNTY OF SAN BENITO.

SECTION 3. SPECIFICATIONS AND REQUIREMENTS

3.1 General Description

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The services provided shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all services shall be supplied with the equipment and accessories indicated in standards for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the maintenance and services complete.

3.2 Standards and Specifications.

3.3.1 Performance of Work.

Contractor will provide street sweeping services to County Service Area (CSA) #9 – Ridgemark on a regularly scheduled basis (as indicated on the Official IFB Bid Form), by removing litter, leaves, dirt, and debris from designated streets. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to perform street sweeping services. The area to be swept is as follows:

- A. Ridgemark Homes Association
- B. Ridgemark XI Homeowners Association
- C. Villa Pacheco Homeowners Association
- D. The Greens Homeowners Association
- E. The Villages Homeowners Association
- F. The Bluffs Homeowners Association

Refer to Exhibit A for street list and map. A further description of the scope of work is set forth in Exhibit "E."

3.3 Delivery and Storage.

Delivery and storage of all equipment and materials (if applicable) shall be the responsibility of the contractor.

3.4 Prevailing Wage.

The County believes that street sweeping operations are exempt from prevailing wage requirements. However, during the term of this IFB, if it is determined that prevailing wages must be paid for street sweeping services, in accordance with Labor Code Sections 1773 et. seq., by any revised administrative regulations or by a court decision in which the County is a party, Contractor shall invoice the County for the difference in rates based upon the difference between the actual wages paid and the required prevailing wages and the County shall pay such difference in rates to the extent that Contractor pays such amounts to its employees or former employees. County shall not be responsible for the reimbursement or payment of any penalties or interest.

3.5 Termination of Contract

The County reserves the right to terminate the Contract by providing thirty (30) days written notice to the Contractor.

SECTION 4. STANDARD TERMS AND CONDITIONS

4.1 Invoicing

The County Auditor Controller will only pay by original invoice. No invoices for partial services shall be authorized for payment without prior approval by the Auditor Controller and Public Works. Invoices in triplicate must be made to the COUNTY OF SAN BENITO and forwarded to the Contract Administrator at the Department of Public Works.

4.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the COUNTY OF SAN BENITO.

4.3 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same product at lower prices than offered herein, with other terms and conditions being equal, then bidder shall immediately extend those same lower prices to the COUNTY OF SAN BENITO.

4.4 Taxes, Charges and Extras

4.4.1. Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any bid reading "Full Contract Price" or "Lump Sum Price" shall require prospective bidder to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.

4.4.2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the COUNTY OF SAN BENITO, will be paid by the COUNTY OF SAN BENITO unless expressly included and itemized in the bid.

4.4.3. The COUNTY OF SAN BENITO does not pay Federal Excise Taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The COUNTY OF SAN BENITO will furnish an exemption certificate in lieu of such tax.

4.5 Award

4.5.1. Unless the prospective bidder specifies otherwise in his bid, or the Invitation for Bid states otherwise, the COUNTY OF SAN BENITO may accept any item or group of items of any bid.

4.5.2. The COUNTY OF SAN BENITO reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

4.5.3. The successful bidder shall enter into a contract for the performance of work, if its bid is accepted by the Board of Supervisors. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. A draft contract is set forth as Exhibit "G."

4.6 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this IFB shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

4.7 Assignability

This IFB and related contract are not assignable by Bidder either in whole or in part, but may be subject to subcontract, as set forth in section 4.17.

4.8 Compliance with Statute

Bidder hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the services furnished.

4.9 Warranty

Contractor warrants to County and CSA No. 9 that the services covered by this Contract will conform to the specifications, description and time provisions furnished by the County and will be of first class workmanship; and County reserves the right to cancel the unfilled portion of this contract without liability to Contractor for breach of this warranty. Unacceptable service is not waived by acceptance of previous unacceptable service nor by failure to notify Contractor thereof.

4.10 Rights and Remedies of the COUNTY OF SAN BENITO for Default

4.10.1. In the event any service furnished by the Bidder in the performance of the contract should fail to conform to specifications therefore, the COUNTY OF SAN BENITO may reject the same, and it shall thereupon become the duty of the Bidder to complete the service as specified, without additional expense to the COUNTY OF SAN BENITO; providing that should the Bidder fail, neglect or refuse so to do the COUNTY OF SAN BENITO shall have the right to purchase the service in the open market, in lieu thereof, and deduct from any moneys due or that may thereafter become due to the Bidder the difference between the prices named in the contract and the actual cost thereof to the COUNTY OF SAN BENITO, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

4.10.2. Cost of providing any service which does not meet specifications, will be the responsibility of the Bidder.

4.10.3. The rights and remedies of the COUNTY OF SAN BENITO provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

4.11 Discounts

4.13.1. Terms of less than 30 days for cash discount will be considered as net.

4.13.2. In connection with any discount offered, time will be computed from date correct invoices are received in the office of the requesting department. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Recycled Products

A "product containing recycled materials" shall mean, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301 (c) the Public Contract Code, and shall mean, with respect to other products, a "recycled product," such as, but not limited to, plastic, motor oil, paint, pavement, insulation, tires, etc., as that term is defined in Section 12301 (d) of the Public Contract Code.

To the extent that the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law shall prevail.

4.15 Bid Results

Bid results are available for inspection at the office of the COUNTY OF SAN BENITO located at:

Public Works Department
3220 Southside Road, Hollister CA 95023
(831) 636-4170

4.16 Fuel Surcharge

If, in the second and third year of the contract, the average monthly price per gallon for fuel increases by more than 20% over the average price per gallon of fuel obtained during the first year of the contract, Contractor may submit an invoice for payment, on a monthly basis, setting forth the fuel surcharge which shall be paid on any amount above a 20% increase.

Contractor shall be responsible for providing adequate proof of the price per gallon during first year of contract, number of gallons used during the first year of the contract, the price per gallon during the month the fuel surcharge is requested, and the number of gallons used during the month the fuel surcharge is requested.

4.17 Subcontractors

Contractor may subcontract out the work of the contract to be awarded, subject to the prior approval of County, which shall not be unreasonably withheld. Contractor shall provide the contract with subcontractor to County for its review and approval in advance. Contractor shall insure that any subcontractor contract requires the subcontractor to comply with this IFB in all respects. Without limitation, the subcontractor shall be required to indemnify the County and shall be required to comply with all insurance coverage requirements required of successful bidder under this IFB.

SECTION 5. OFFICIAL IFB FORM

The undersigned bidder agrees to furnish all work, materials, equipment or incidentals which are subject to this IFB at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of the COUNTY OF SAN BENITO Invitation for Bid #PWB-1203.

Area No.	Item Description*	Approximate Curb Length (miles)	Unit Price	
			Option 1 Every Month 12x/year	Option 2 Every Other Month 6x/year
A	Ridgemark Homes Assn.	18.00 miles		
B	Ridgemark XI Homeowners Assn.	2.95 miles		
C	Villa Pacheco Homeowners Assn.	0.16 miles		
D	The Greens Homeowners Assn.	0.54 miles		
E	The Villages Homeowners Assn.	0.61 miles		
F	The Bluffs Homeowners Assn.	1.77 miles		
	TOTAL	24.03 miles		

*Refer to Exhibit A for street list and map.

A. Type, brand and model of street sweeping equipment to be used.

B. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

CHECK ONE: ☐ NONE ☐ DETAILED STATEMENT ATTACHED

C. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).

N/A

D. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

N/A

E. Name and address of nearest authorized services to the COUNTY OF SAN BENITO:

F. Guaranteed maximum response time to non-scheduled service calls will be _____ hours.

G. Services will begin within 14 calendar days after notice of award.

H. Cash discount offered for prompt payment: _____%, 30 days

I. The hourly price for additional street sweeping, if requested by County, within the boundaries of CSA No. 9, upon a mutually agreed upon schedule, with a minimum number of hours. Please state the hourly rate for any additional services, inclusive of all expenses and costs, such as travel.

\$_____ / hour with a minimum charge of _____ hours.

I declare under penalty of perjury that I have not been a party with any other bidder to offer a fixed cost in conjunction with this Invitation for Bids.

Executed in _____, California, on _____, 2012

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON SIGNER _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

EXHIBIT "A"

MAP OF SERVICE AREA AND STREET LIST

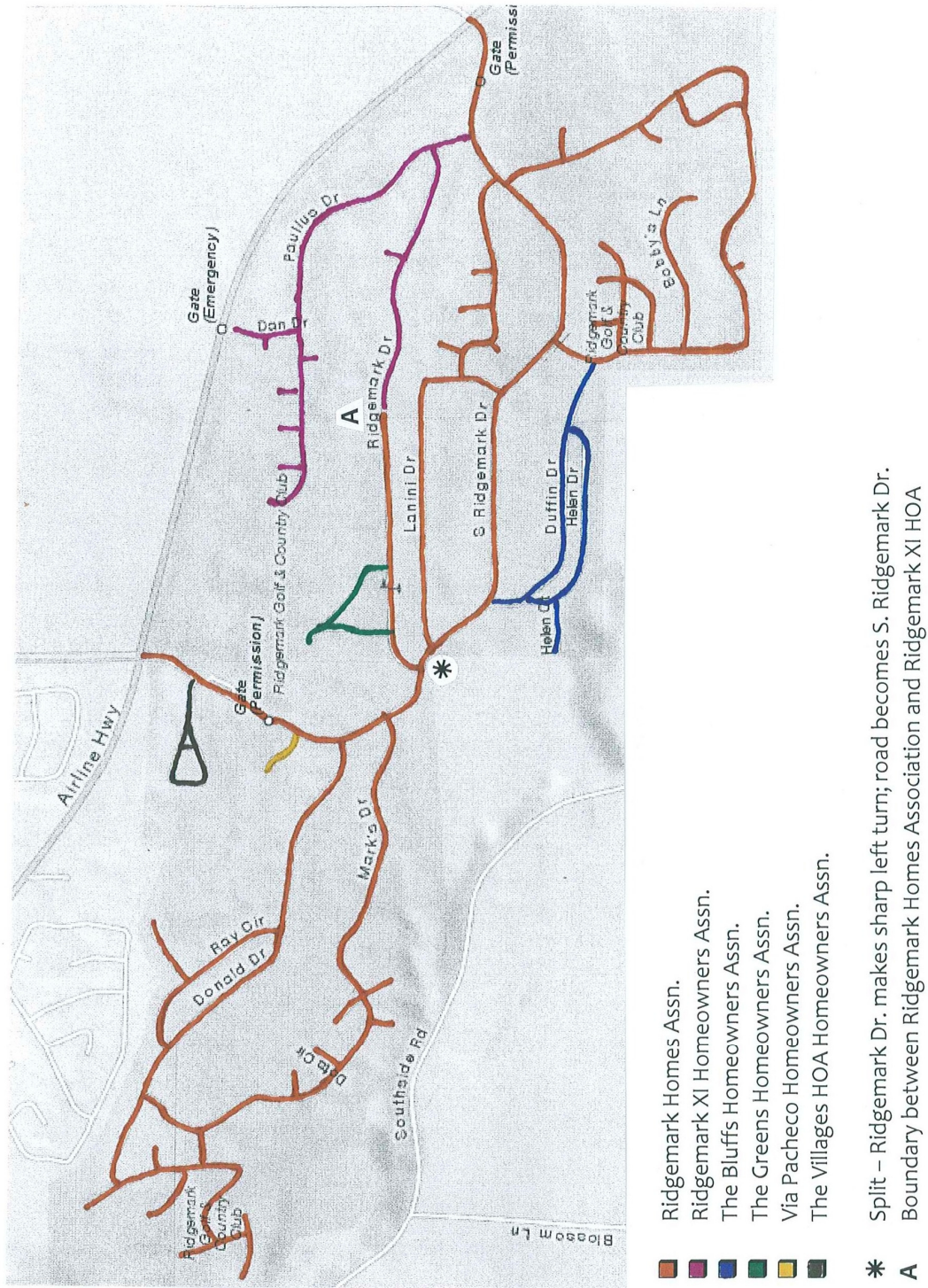


EXHIBIT "A" (Continued)
MAP OF SERVICE AREA AND STREET LIST

Street Name	Centerline Length	Approx Curb Length
Ridgemark Homes Association		
Ridgemark Main Entrance @ Airline to Main Gatehouse	1620	3240
Ridgemark Dr from Main Gatehouse to "split" at S. Ridgemark Dr.	1540	3080
Ridgemark Drive from "split" to Point A	2236	4472
South Ridgemark Dr. (from "split") to Gate 2 at southern entrance)	6025	12050
Lanini Dr	2835	5670
Fred's Way	4050	8100
Lois Cir	195	390
Doris's Cir	100	200
Bruce's Ct	255	510
Louise's Ct.	195	390
Sonnie's Way	6200	12400
Schmidt Ct	160	320
Randy's Cir	720	1440
Cheri's Ct	215	430
Bobbie's Lane	1465	2930
Bobbie's Ct.	245	490
Linda Dr	750	1500
Bonnie Lane	1025	2050
Janet's Ct	195	390
Marie's Ct	215	430
Diane's Ct	275	550
Donald Dr	4260	8520
Ray's Circle	1515	3030
Ralph's Dr	545	1090
George's Dr	1335	2670
Carol Ann Ct	215	430
Brick's Way	295	590
David Dr.	575	1150
Caryl Ct	530	1060
Frank's Dr	865	1730
Everest Dr	550	1100
Bernice Ct	225	450
Mark's Dr	5010	10020

EXHIBIT "A" (Continued)
MAP OF SERVICE AREA AND STREET LIST

Street Name	Centerline Length	Approx Length of edge or curb
Ridgemark Homes Association (Cont.)		
Terry Ct	285	570
Barbra's Ct	205	410
Florence Ct	285	570
Dot's Circle	285	570
Subtotal	47496	94992
Ridgemark XI HOA		
Paullus Drive	4050	8100
Ridgemark Dr. (from point A on map) to Paullus Dr.	2171	4342
Jess Ct	225	450
Mayme Ct	200	400
Marcus Ct	190	380
Ken Ct	125	250
Dan Ct	605	1210
Jeanette Ct	90	180
Rob's Ct.	143	286
Subtotal	7799	15598
The Bluffs HOA		
Helen Ct	445	890
Helen Dr	1795	3590
Duffin Dr	2440	4880
Subtotal	4680	9360
The Greens HOA		
Donna's Lane	1430	2860
Villa Pacheco HOA		
Parking Lot - 14 spaces along Ridgemark Drive	430	860
The Greens HOA		
Joe's Ln	1620	3240
TOTALS		126,910 ln. ft.
		24.03 miles

- End Exhibit "A" -

EXHIBIT “B”

Name of Contractor: _____

Contractor Tax ID#: |__|__|_|__|__|_|__|__|_|__|__|_*

Contractor's License #: _____ Type: _____ (as applicable)

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation
☐ Government ☐ Fiduciary ☐ Other _____

Contractor is a: ☐ Resident ☐ Non-Resident of California

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1) | Is your firm authorized to do business in the State of California? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2) | Is your firm a State of California registered small business? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3) | Is this a disabled owned business? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4) | Is this a woman owned business? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5) | Is this a minority owned business? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6) | Has your firm been certified as a minority firm by any public agency? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

- 7) Is this a local business? ☐ Yes ☐ No
- 8) This firm has been in continuous business under the present name for ____years.
- 9) Annual sales volume: _____
- 10) Net worth of business: _____
- 11) Bidder, have you complied with all specifications, requirements, terms and conditions of this Bid? ☐ Yes ☐ No

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the IFB paragraph and section number followed by an explanation.

- 12) If you are the successful Bidder, will you extend costs quoted to the COUNTY OF SAN BENITO, other municipalities, districts or jurisdictions (political subdivisions)?
- ☐ Yes ☐ No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Bidder.

- End Exhibit "B" -

EXHIBIT "C"
CUSTOMER REFERENCES

List and submit with this IFB four (4) customer references, two (2) of which should be in the Monterey Bay Area or San Francisco Bay Area, for whom you have furnished similar product.

1. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

2. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

3. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

4. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

- End Exhibit "C" -

EXHIBIT "D"
SAN BENITO COUNTY PUBLIC WORKS
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH IFB

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing IFB that the IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the IFB is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham IFB; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham IFB, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the IFB are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

- End Exhibit "D" -

**EXHIBIT “E”
SCOPE OF WORK**

(This will be incorporated as Attachment “A” in the County’s standard contract, attached hereto as Exhibit “G”)

A. SCOPE AND PERFORMANCE OF WORK.

Contractor will provide street sweeping services to County Service Area (CSA) #9 – Ridgemark on a regularly scheduled basis (as indicated on the Official IFB Bid Form), by removing litter, leaves, dirt, and debris from designated streets. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to perform street sweeping services. The area to be swept is as follows:

- A. Ridgemark Homes Association
- B. Ridgemark XI Homeowners Association
- C. Villa Pacheco Homeowners Association
- D. The Greens Homeowners Association
- E. The Villages Homeowners Association
- F. The Bluffs Homeowners Association

Refer to Exhibit A of the IFB for street list and map.

The standards of performance, which the contractor is obligated to perform hereunder are standards considered to be good street sweeping practices.

Street sweeping shall be conducted in a manner reflecting roadway function and design. Street sweeping operators shall have appropriate training to assure competence in machine operation.

Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper speed exceed 5 miles per hour. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic.

Hours of Sweeping will be approved and directed by the County. The Contractor shall sweep the entire paved surface of each street assigned to it, including all curb lines as well as intersections (cross gutter area), so as to leave the street clean and free of all road debris that would normally be expected to be picked up by a mechanical broom-type sweeper without excessive damage to the sweeper, such as wood, leaves, paper, plastics, and bottles, glass, cans, metal fragments, stones, pavement fragments and similar materials. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

The COUNTY OF SAN BENITO will inspect the work of the contractor. It is understood that if the streets do not meet acceptable County standards, the contractor will be required to sweep the deficient streets again within 48 hours at no cost to the County. The determination of acceptable County standards will be made by the Public Works Administrator and/or his designee.

The Contractor shall furnish all labor, equipment, materials, tools, water, debris disposal and incidentals necessary for accomplishing the work. It will be the sole responsibility of the contractor to obtain potable water used for dust control, and no additional compensation will be allowed therefore.

The Contractor shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, including, but not limited to those for dust control on each street sweeping unit.

The Contractor shall be responsible for notifying and making arrangements with owners of vehicles parked within the work area for their removal.

All sweeping shall be performed by a pre-approved route. Once sweeping begins on a street it shall be swept to completion. No "jumping around" shall be permitted. Sweeping shall be accomplished in the same direction as traffic flow at all times. The Contractor shall make every reasonable effort to minimize the streaks left by sweepers.

The Contractor shall ensure that all catch basin grates and inlets are left free and clear of debris.

The Contractor shall provide dust control measures as may be required to comply with all applicable laws and regulations, and to prevent nuisance conditions from impacting any neighborhood or street at all times during sweeping. The Contractor shall be required to provide for cleanup of any dust or dirt distributed on sidewalks, houses, vehicles, clothing or other areas or facilities due to improper or inadequate dust control.

Sweeping shall normally consist of a single pass over an area, however, the Contractor shall make as many additional passes or such extra effort as may be required to adequately clean the street. Obstructions such as accumulation of silt, compacted dirt, leaves and similar debris shall be removed unless the removal of such obstruction can not be accomplished without damage to equipment, inflicting personal injury or clearly is beyond the capabilities of the specified equipment. Obstructions such as small tree limbs and rocks shall be removed from the sweeping path and hauled away by the Contractor rather than bypassing the area. The Contractor shall not be responsible for removing larger items, such as broken pieces of curbing, large boards, large tree limbs, or similar materials. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, fallen tree limbs, disabled vehicles, construction equipment or materials, and/or other similar items shall be reported per "Notification of Sweeping Obstructions", set forth below. No extra compensation shall be paid for any extra effort in complying with the above.

The County shall perform inspections on a regular basis, as well as spot checks and response to complaints. The County Public Works' Director, or his designee, shall decide the adequacy of sweeping. In the event that the results of a sweep are considered unsatisfactory, the Contractor shall re-sweep the unsatisfactory area at its own expense within five (5) days after notification by phone.

The County reserves the right to withhold payment for missed, incomplete, or unsatisfactory sweeping performance.

Additionally, Contractor shall be bound by all terms, requirements, and conditions of IFB PWB-1203, incorporated herein by this reference.

2. **SCHEDULING REQUIREMENTS**

Within ten (10) days after notification of award, the Contractor shall submit a proposed schedule of the dates when the area is to be swept. The schedule shall be subject to the review and approval of County. In the event that a storm causes excess debris in the streets, or excess debris occurs on the street for any other reason, the Contractor shall, at the request of the County, and in lieu of the next scheduled sweep, sweep such debris as soon as possible.

3. **EQUIPMENT**

All equipment used for the performance of this contract shall be standard heavy duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained as to condition and appearance so as to insure a high level of street sweeping services, and shall be all current State and Local regulations and requirements. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles, the California Highway Patrol, Cal OSHA regulations, and all other applicable codes required in the State of California.

Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.

Machines must be equipped with an adequate water spray-system for dust control.

All units must be clearly and prominently marked with the contractor's name and unit number. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.

4.. **DISPOSAL**

The contractor shall dispose of all refuse and debris collected in the sweeping operation by hauling to a properly licensed Class III disposal site for disposal of sweeping debris, in compliance with all State, Federal and local laws. No "on-road" storage or dumping shall be permitted.

5. **NOTIFICATION OF SWEEPING OBSTRUCTIONS**

The Contractor shall notify the County of any obstruction and/or reason why sweeping could not be performed for a specific area. The initial report shall be made verbally within twenty-four (24) hours, followed by a written report within five (5) days. The County shall take action which is reasonably appropriate to mitigate the obstruction, or the Contractor is relieved from its sweeping responsibilities in that area until the obstruction is removed. This provision shall not apply to parked vehicles.

- End Exhibit "E" -

EXHIBIT "F"

INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the Contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits:
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;

- (ii) Full Personal Injury coverage;
- (iii) Broad form Property Damage coverage, and
- (iv) A cross-liability clause in favor of COUNTY.

2. Other Insurance Provisions

- a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
- b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
- c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:
"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."
- d) All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of San Benito, San Benito County Administration Office, 481 4th Street, San Benito, CA 95023".
- e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Information for Bid with a certificate of insurance of the coverage required.
- f) All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County
Administration Department
481 4th Street
Hollister, CA. 95023

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this Contract Certificates of Insurance for all required coverage.

All Respondents shall be required to furnish, at time of submittal of Information for Bid responses, proof of the insurances stated herein, which will be incorporated in the final Contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your IFB with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your IFB would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

In the event of any conflict between this Exhibit 'E' and the Attachment "C" to the County's Standard Contract (See Exhibit "G"), requirements of this Exhibit shall prevail.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-636-4000.

- End Exhibit "F" -

EXHIBIT "G"
COUNTY'S STANDARD CONTRACT

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ TBD _____ ("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 _____ TBD _____, and end on 7/1/15, 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: _____
(b) Professional _____ liability _____ insurance: _____
(c) Comprehensive motor vehicle liability insurance: _____

6. Termination.

The number of days of advance written notice required for termination by County 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:

Name: _____

Title: _____

Address: _____

Hollister, California 95023

Telephone No.: _____

Fax No.: _____

Contract Administrator for CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: _____

Tax I.D. or Social Security No.: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Dennis LeClere, San Benito County Counsel

By: _____

Date: _____

- End Exhibit "F" -

ATTACHMENT "A"
SCOPE OF SERVICES

Scope of services set forth in Exhibit "E" will be included as Exhibit "A".

- END ATTACHMENT "A" -

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 \$ _____
_____ TBD _____,

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)

As set forth in the IFB attached as Attachment "D" to this contract.

- END 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 costs, 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 an endorsement naming the County of San Benito and its offices, 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 limits 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 in 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 therein. 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, in 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 offices and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees 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 to 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.

C10. 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.

C12. 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 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 attempted 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 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 mail, 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 prepaid; 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, provide 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 employee 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 the 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, election, 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 CONSIDERATON.

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 extended 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 ATTACHMENT "C"

ATTACHMENT "D"
IFB NO. PWB-1203