

ATTACHMENT A SCOPE OF SERVICES

Contractor will provide monthly street sweeping services to County Service Areas (CSA) #21 (Long Acres), #24 (Santa Ana Acres), #34 (Ausaymas Estates), #46 (Quail Hollow), #47 (Oak Creek), and #51 (Comstock Estates) on a regularly scheduled basis. Contractor will provide quarterly street sweeping services to Heatherwood CSA #28. Services shall include 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. Long Acres
- B. Santa Ana Acres
- C. Heatherwood
- D. Ausaymas Estates
- E. Quail Hollow
- F. Oak Creek
- G. Comstock Estates

Refer to **Exhibit A** for street list and maps in Paragraph 8 of this **Attachment A**.

1. SCOPE AND PERFORMANCE OF WORK.

Attached below is a 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 7 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 Resource Management Agency 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.

2. SCHEDULING REQUIREMENTS

Within twenty (20) 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.

Sweeping machines must be equipped with an adequate water spray-system for dust control. All Sweeping machines shall have the capability of being contacted by their main office with radio or cell phone equipment. Sweeping machines must be equipped with a GPS tracking device with a minimum 1 minute "ping" frequency and be able to provide daily GPS tracking reports for each sweeper used on the project. The GPS tracking report must include the following:

- The sweeper operators name.
- Street Names as well as Latitude/Longitude
- Identify when sweeper is sweeping vs when it is traveling

- When the street sweeper dumps
- The speed the sweeper is operating

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 the John Smith Road Landfill 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. Refuse disposal cost should be included in the respondents proposal. No additional compensation will be provided. The disposal site is located at the following address:

John Smith Road Landfill
2650 John Smith Road
Hollister, CA 95023

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. Maximum Response Time

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

7. Submittals

Respondent shall submit the following to the county of San Benito:

- Invoice
- Certified Payroll
- Report showing services completed, including actual number of curb miles swept for each CSA.
- GPS Tracking Report as indicated in Section 3

8. Street List and Map (Exhibit A)

A. CSA #21 – Long Acres

1. Arlington Dr.
2. Laurel Ct.
3. Belmont Ct.

B. CSA #24 – Santa Ana Acres

1. Kane Dr.
2. Jonquil Ln.

C. CSA #28 – Heatherwood/Fox Hill

1. Heatherwood Ln.
2. Heatherwood Estates Dr.
3. Maranatha Dr.
4. Foxhill Cir.

D. CSA #34 – Ausaymas Estates

1. Ausaymas Ct.

E. CSA #46 – Quail Hollow

1. Quail Ridge Way
2. Quail Hollow Dr.
3. Wild Oak Dr.
4. Covey Ct.
5. Stone Bridge Trail
6. Brook View Ct.
7. Arroyo Ct.

F. CSA #47 – Oak Creek

1. Quail Ridge Way
2. Oak Creek Dr.
3. Oak Creek Ct.
4. Holly Oak Ct.
5. Valley Oak Dr.
6. Oak Canyon Ct.
7. Oak Ridge Dr.

G. CSA #51 – Comstock Estates

1. Little River Dr.
2. Glen Falls Ct.
3. Stony Brook Dr.
4. Canyon Dr.



Arlington Dr., Laurel Ct., Belmont Ct.

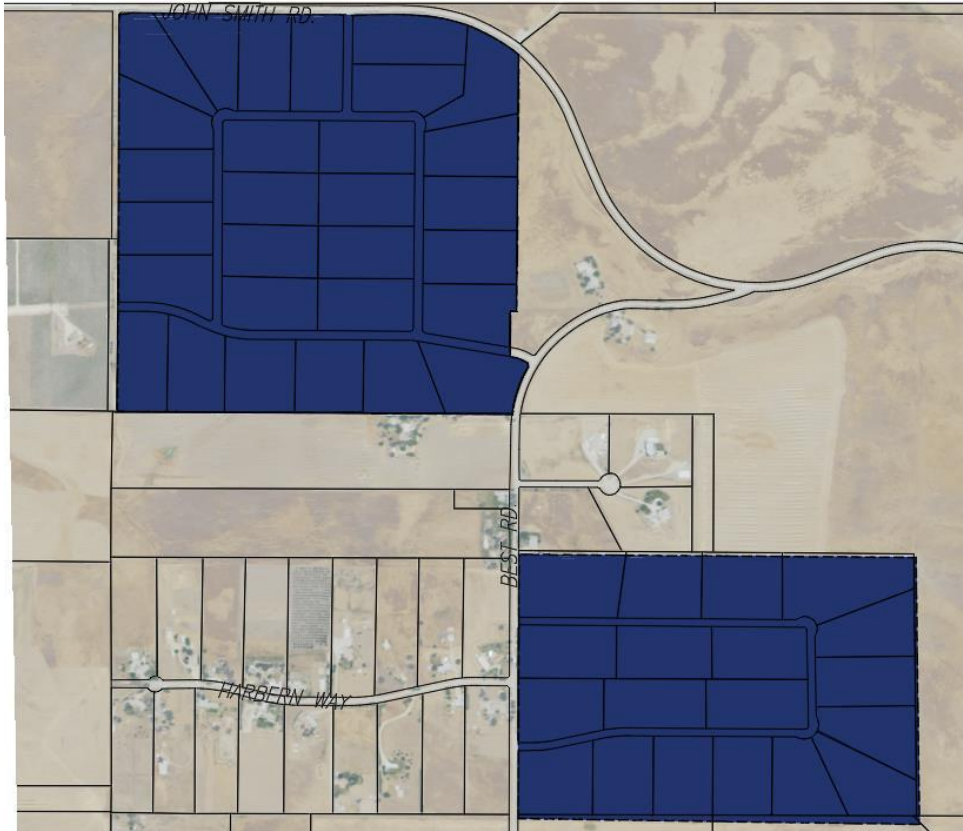
CSA #24 Santa Ana Acres



Kane Dr., Jonquil Ln.

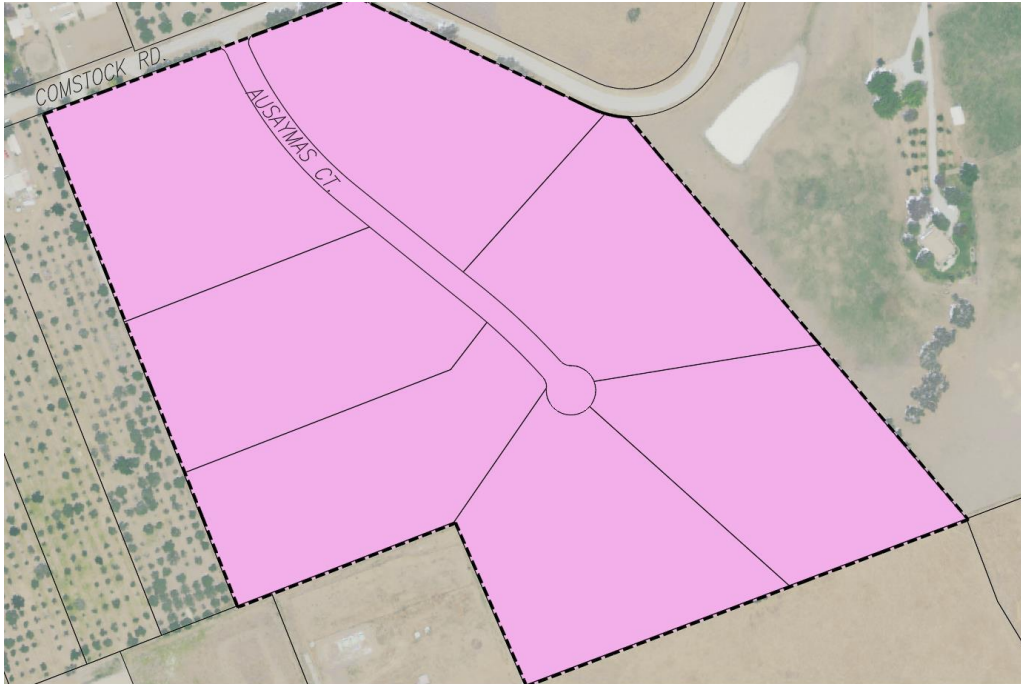


CSA #28 Heatherwood/Fox Hill



Heatherwood: Heatherwood Ln., Heatherwood Estates Dr., Maranatha Dr.
Fox Hill: Foxhill Circle

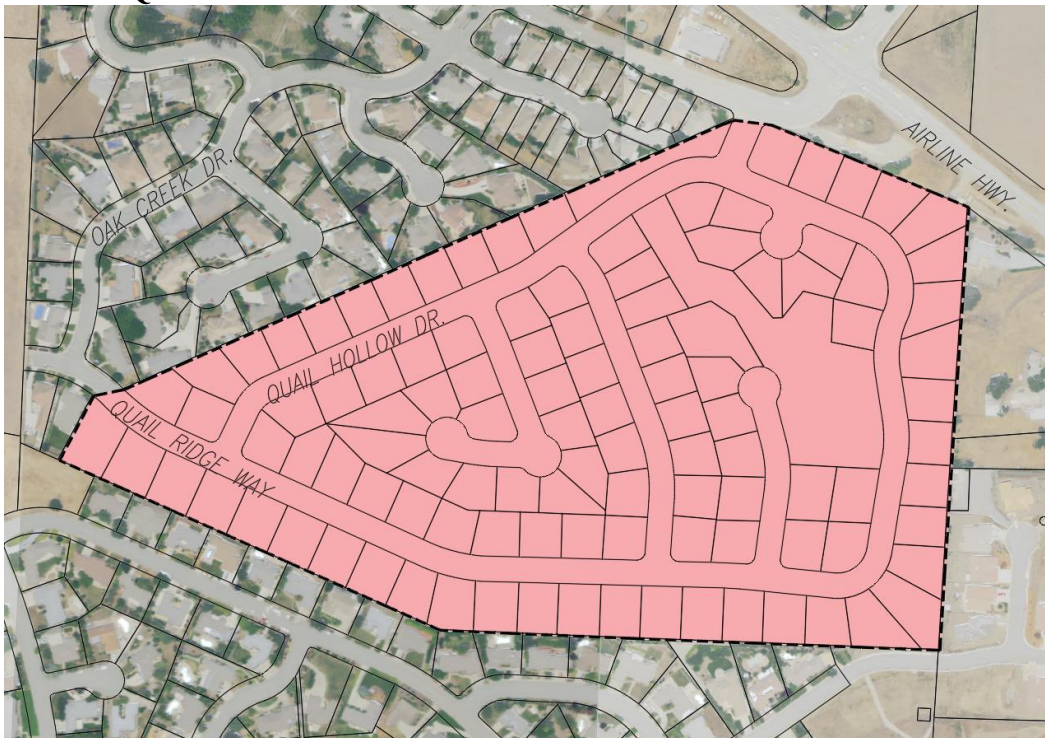
CSA # 34 Ausaymas Estates



Ausaymas Ct.



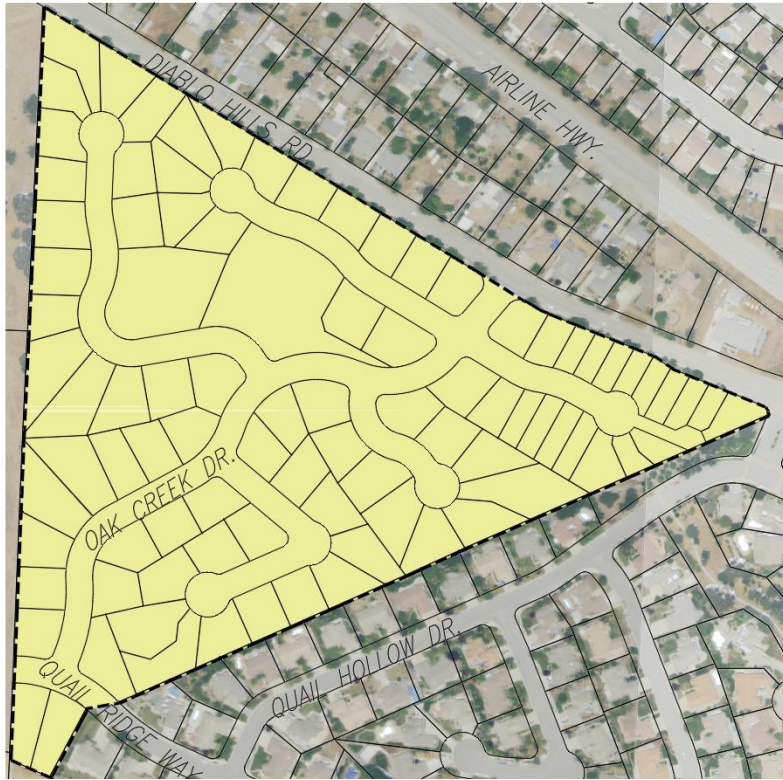
CSA # 46 Quail Hollow



Quail Ridge Way, Quail Hollow Dr., Wild Oak Dr., Covey Ct., Stone Bridge Trail, Brook View Ct. Arroyo Ct.

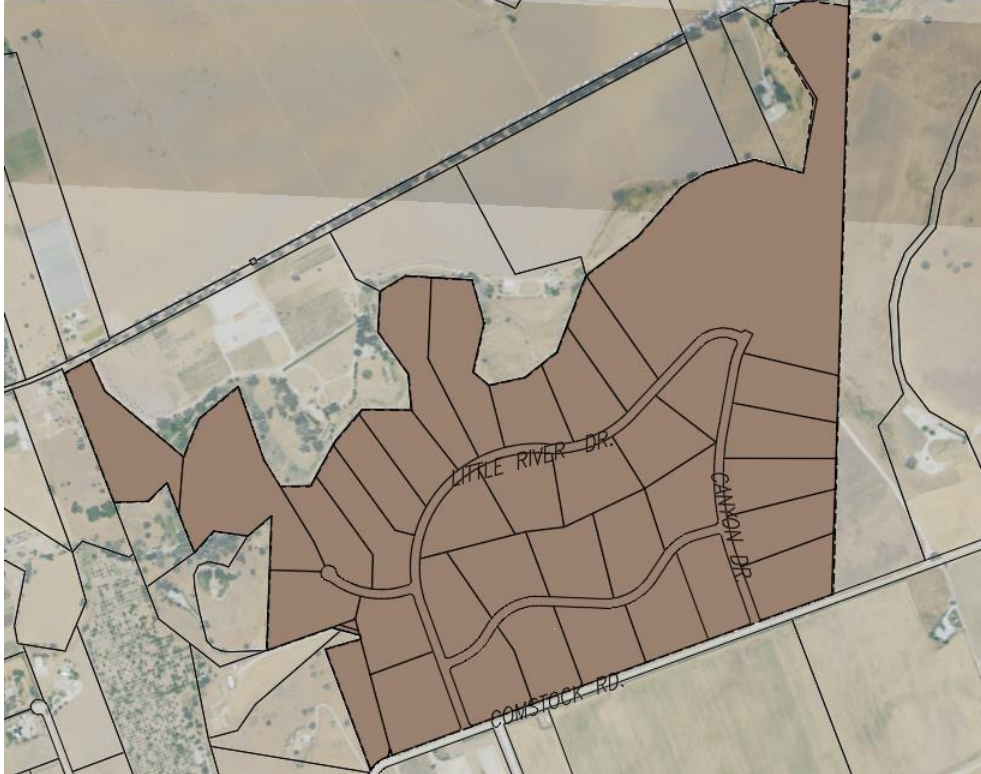


CSA # 47 Oak Creek



Quail Ridge Way, Oak Creek Dr., Oak Creek Ct., Holly Oak Ct., Valley Oak Dr., Oak Canyon Ct., Oak Ridge Dr.

CSA #51 Comstock Estates



Little River Dr., Stony Brook Dr., Glen Falls Ct., Canyon Dr.

- 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 eight thousand eight hundred and seventy-two dollars (\$ 8,872.00) per year; or twenty-six thousand six hundred sixteen dollars (\$26,616.00) for a three (3) year contract; and thirty-five thousand four hundred eighty-eight dollars (\$35,488.00) for a four (4) year contract; or forty-four thousand three hundred sixty dollars (\$44,360) for a five (5) year contract.

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)

- 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 officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability 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 herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or 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.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any 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 herein by reference.

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular 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, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's 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 of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.