

COUNTY OF SAN BENITO



STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 22 day of March, 2016, between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and VSS International, Inc., hereinafter referred to as Contractor.

WHEREAS, the County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and

WHEREAS, the County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of San Benito publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsive, responsible bidder for the performance of said work, and the County of San Benito, as a result of the canvass of said bids, did determine and declare the Contractor to be the lowest responsive, responsible bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

MIGRANT LABOR CAMP SLURRY SEAL PROJECT – Co. PROJECT #082-1

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the Notice To Proceed and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Sixty Two Thousand Nine Hundred Seventy One Dollars and Seventy Cents (\$62,971.70).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) INVITATION FOR BIDS
- (2) INSTRUCTIONS FOR SUBMITTING BIDS
- (3) GENERAL TERMS AND CONDITIONS
- (4) AWARD OF BID
- (5) SPECIFICATIONS AND REQUIREMENTS
- (6) ADDENDA:

No. 1, dated February 2, 2016. No. 2, dated February 9, 2016.

No. 3, dated February 18, 2016. No. 4, dated February 26, 2016.

- b. THE ACCEPTED BID/PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) SIGNATURE SHEET
 - (2) BID COST SHEET
 - (3) REFERENCE LIST
 - (4) SUBCONTRACTOR LIST
 - (5) NON-COLLUSION DECLARATION
- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. NOTICE TO PROCEED
- h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid or proposal, then this instrument shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
8. Eight hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County,

twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, the CONTRACTOR agrees as follows:
 - a. During the performance of this Contract, the CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. The CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The CONTRACTOR shall, in all solicitations or advertisements for employees by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

- c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.
17. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Brent Barnes
 Title: Resource Management Agency Director
 Address: 2301 Technology Pkwy.
 Hollister, CA 95023
 Phone: 831-636-4170
 Fax: 831-636-4176
 E-mail: bbarnes@cosb.us

CONTRACTOR'S Contract Administrator:

Name: Jeff Roberts
 Title: Chief Operations Officer
 Address: 3785 Channel Drive
West Sacramento, CA 95691
 Phone: 916-373-1500
 Fax: 916-373-0183
 E-mail: vssi_contracts@slurry.com

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and approved as to legal form by the San Benito County Counsel or designee.

IN WITNESS WHEREOF, County of San Benito and the Contractor have caused this Agreement to be signed as of the day and year first above written.

COUNTY OF SAN BENITO

Date 4/6/17

CONTRACTOR (FIRM) VSS International, Inc.

Date 3/30/17

Name: Jeff Roberts, Chief Operations Officer
 Address: 3785 Channel Drive
West Sacramento, CA 95691
 Phone: 916-373-1500
 Fax: 916-373-0183

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy
 Shirley L. Murphy, Deputy County Counsel

Date April 5, 2017