



San Benito County Resource Management Agency
Public Works / Planning & Building / Parks / Integrated Waste

STEVE LOUPE, Interim Agency Director

REQUEST FOR PROPOSALS, RFP No. PWP-2302

SAN BENITO COUNTY

County Service Area (CSA) Street Sweeping Services

SUBMITTALS: One (1) paper copy of the proposal, along with a flash drive containing an electronic copy in .pdf format, or One (1) password protected electronic copy in PDF format sent through email. Proposal must be received on or before 4:00 p.m. PST, October 27, 2023. Late proposals received after the deadline will be deemed non-responsive and returned unopened.

ADDRESSED TO: Linda Young, CSA Coordinator

MAILING ADDRESS: Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023

Or by email at: Liyoung@cosb.us

MARK ENVELOPE: "SBC CSA STREET SWEEPING – PWP-2302"

RFP PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE CONTRACTOR(S).

Inquiries and Updates: Questions, or requests for clarification, regarding this Request for Proposals ("RFP") must be submitted in writing via email to Linda Young, CSA Coordinator, at Liyoung@cosb.us. Requests for clarification or questions must be received no later than **4:00 p.m. PST, October 13, 2023.**

Written responses to all questions will be collectively compiled and posted, as an Addendum to this RFP, at the County's Website under BIDs & RFPs or the following link:

<https://www.cosb.us/departments/resource-management-agency/building-planning/cosb-bids-rfp-s>. No verbal clarifications or responses given will be binding upon San Benito County

("County"). The County has the right, at its sole discretion, to terminate this process at any time. Nothing herein, or in this process, shall be construed as obligating the County to pay any expenses incurred by respondents to this RFP, or to the selected contractor(s).

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ATTACHMENTS & EXHIBITS

RFP Attachment Documents:

- A. Attachment "A" – Location Map and Street List
- B. Attachment "B" – Current Garbage Collection Schedule

RFP Exhibit Documents:

- A. Exhibit "A" – Bid Form
- B. Exhibit "B" – Prospective Respondent Fact Sheet
- C. Exhibit "C" – Official RFP Form
- D. Exhibit "D" – Customer References
- E. Exhibit "E" – Designation of Subcontractors
- F. Exhibit "F" – Non-Collusion of Declaration
- G. Exhibit "G" – Insurance Requirements
- H. Exhibit "H" – Living Wage Compliance Statement
- I. Exhibit "I" – Conflict of Interest

Sample Contract Documents

- Contract Coversheet
- Attachment A
- Attachment B
- Attachment C
- Attachment D

I. INTRODUCTION

County of San Benito (County) requests proposals from qualified firms to provide professional street sweeping services for one or more County Service Area (CSA) and/or Community Facilities District (CFD). It is the intent of the County to engage the most qualified contractor(s) to provide the requested street sweeping services as described herein for a term of three (3) years with up to two (2) one-year extensions, for a maximum of five years, unless terminated by either party. However, the County reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected contractor and either perform the work with next qualified contractor or with its staff or begin a new RFP process.

San Benito County is a political subdivision of the State of California and is governed by a five-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023.

San Benito County is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1,396 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 64,000 inclusively. The County has two incorporated cities – Hollister, population 41,000, and San Juan Bautista, population 2,404.

II. PROJECT DESCRIPTION AND BACKGROUND

County staff administers 32 CSAs and 14 Community Facilities Districts (CFDs) countywide. The services provided to CSAs/CFDs vary, but may include street lighting maintenance, storm drainage maintenance, wastewater treatment, water treatment, landscaping maintenance, recreation maintenance, road maintenance, and street sweeping. The County currently provides street sweeping to eight CSAs and one CFD. In an effort to define the level of services, streamline, and reduce cost, the County is proposing to potentially extend street sweeping services to additional CSAs. The County intends to award one or more contracts to provide the street sweeping services for a three-year term, with up to two one-year extensions, for a maximum of five years.

III. ANTICIPATED SCHEDULE

09/15/2023 and 09/22/2023	RFP Advertised
09/15/2023	RFP Posted
10/13/2023	Final Requests for Clarification Due
10/27/2023	Proposals Due
TBD	Interviews (if needed)
12/12/2023	Board Approval

1/1/2024	Contract Starts
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IV. SCOPE OF WORK

The following tasks described herein are the minimum requirements for the quantity and quality of work to be performed necessary to meet the County's objectives and provides a general guidance to the service provider as to the anticipated scope of work. The County reserves the right to modify or delete through negotiation and/or by written addendum issued by the County and will become a part of any contract or agreement between the County and the selected Proposer. At a minimum, the following services will be included in the Proposer's Fee Schedule. The Contractor may propose to expand on the scope by incorporating their expertise, experience, and proposed method of approach. These services include but are not limited as detailed below. Any items to be purchased shall meet or exceed the required specifications.

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.

SERVICES TO BE PROVIDED

Contractor shall provide a detailed method to complete the work based on their understating of the required services as it pertains to the project needs and requirements described herein. The general scope of services outlined below is provided only as a guide in this RFP. Contractors should provide a detailed scope of services in their submitted work proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general scope of services.

TASKS

Anticipated Tasks and Deliverables may include, but are not limited to the following:

A. Routine Street Sweeping Services

Contractor will provide routine street sweeping services for all contracted areas within assigned CSAs/CFDs. Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to sweep all streets within the CSA/CFD. Services will be provided in a manner that will present and maintain a clean, neat, environment and appearance of each CSA/CFD. The streets to be maintained for each CSA/CFD are located on Attachment A: Location Map and Street List.

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.

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. 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.

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

Obstructions such as accumulation of silt, compacted dirt, leaves and similar debris shall be removed unless the removal of such obstruction cannot 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 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 Resource Management Agency CSA Coordinator and/or his/her designee. The County reserves the right to withhold payment for missed, incomplete, or unsatisfactory sweeping performance.

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 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.

1. Scheduling

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. The schedule should not conflict with scheduled garbage pickup days. 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.

2. 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 ensure 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 operator's 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.

3. **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 respondent's 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

4. **Notification of Sweeping Obstruction**

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.

5. **Maximum Response Time**

Guaranteed maximum response time to non-scheduled service calls will be twenty-four (24) hours.

Prevailing Wage

- a) Pursuant to the provisions of section 1770 *et seq.* of the Labor Code, if said provisions are applicable to the work being performed, the Contractor and any subcontractors shall pay each laborer or mechanic engaged in work on the project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. 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 RFP. 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.
- b) Any laborer or mechanic employed to perform work on the project which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by such laborer or mechanic.
- c) The foregoing specified prevailing wage rates are minimum rates only, and the Contractor or any subcontractor may pay any wage rate in excess of the applicable rate.
- d) 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.

V. SERVICES PROVIDED BY COUNTY

Services performed by the County shall include:

- a) Provide a County representative;
- b) Provide readily available County documents requested by contractor as appropriate to perform tasks associated with completion of the Project;
- c) Participate in meetings with the contractor as required;
- d) Review and provide timely comments/decisions on contractor's work plans as appropriate.

VI. RFP SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all contractors for professional services. The intent of these guidelines is to assist contractors in preparation of their proposals, to simplify the review process, and to provide standards to better compare contractors' proposals.

The proposal shall include the following information at a minimum in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Linda Young
CSA Coordinator

San Benito County
Resource Management Agency
Public Works Division
2301 Technology Parkway
Hollister, CA 95023

The letter shall include the contractor's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the contractor's understanding of the project and services being requested, critical elements/issues associated with the project, approach to address issues, and any other pertinent information the contractor believes should be included.

The letter shall indicate any conflicts or non-acceptability of the terms and conditions of the County's sample Standard Contract Agreement enclosed as Sample Contract Documents. Proposed deviations and modifications to the contract agreement must be noted in the submittal. Changes to the agreement will not be considered by the County once contractor selection has been completed.

The letter shall be signed by the individual authorized to bind the contractor to the proposal.

1. Certification Forms

Proposing Contractor shall review and complete the following certification forms:

a) Bid Form

Complete the sections for any CSAs/CFDs the contractor is willing to provide services for.

b) Prospective Respondent Fact Sheet**c) Official RFP Form****d) Customer References****e) Designation of Subcontractors****f) Non-Collusion of Declaration****g) Insurance Requirements****h) Living Wage Compliance Statement****i) Conflict of Interest Statement**

The proposing Contractor shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the

construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Contractor shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

2. Contract Agreement

Indicate if the proposing Contractor has any issues or needed changes to the County’s Standard Contract Agreement included as Attachments.

The Contractor shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

VII. CONTRACTOR SELECTION PROCEDURE

The selection procedure shall be in accordance with County policy and San Benito County, California Code of Ordinances Chapter 15.09.

A Selection Committee (“Committee”) will be formed to evaluate the RFPs and to make final selection recommendations. The Committee may consist of representatives of the Agency, other County Departments, outside agencies or private companies if considered necessary or desirable for the selection process. The Committee will screen the RFPs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission. These firms may be invited to participate in interviews prior to a final selection. Interviews may be performed at the option of the County as deemed necessary.

The contractor’s proposal will be evaluated and ranked according to the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Score</u>
Cost of Service	40
Experience with similar kinds of work	20
Capacity of the Contractor to perform the required services	20
Understanding of the project and subject matter expertise	10
Familiarity with state and federal procedures	10
Total	100

The evaluation criteria are briefly described as follows:

1. Cost of Service

- Rate of scheduled services
- The overall cost to the County

2. Experience with similar kinds of work

- Provide firms records of performance on similar projects.
- Provided sub contractors’ records of performance on similar projects.

3. Capacity of the Contractor to perform the required services

- Demonstrated that resources are available to complete the project.
- Demonstrated key personnel to be assigned to complete the project.

4. Understanding of the project and subject matter expertise.

- Provided a detailed description of the methodology/scope of work to complete the project.
- Demonstrated assigned personnel and sub-contractors have requisite education, experience, and professional qualifications.

5. Familiarity with state and federal procedures

- Demonstrated familiarity with County of San Benito procedures and policies related to the Project.

ATTACHMENT A: LOCATION MAP AND STREET LIST

CSA #4 – Santa Rosa Acres

Santa Rosa Dr. .32 miles approximate curb length



CSA #5 – El Toro/Hillcrest

El Toro Dr (see start and end point on map) .6 miles approximate curb length

El Camino Paraiso (see end point on map) end of .5 miles approximate curb length

*Hillcrest will not be swept





CSA #9 – Ridgemark

Ridgemark Homes Association-includes part of Ridgemark Dr., S Ridgemark Dr., Sonny's Way, Diane Ct., Cheri Ct., Randys Cir., Schmidt Ct., Bobbys Ln., Linda Dr., Bonnie Ln., Janets Ct., Maries Ct, Freds Way, Louise Cir., Bruces Ct., Doris Cir., Lois Cir., Lanini Dr., Marks Dr., Florence Ct., Terrys Ct., Barbras Ct., Dots Cir, Bernice Ct., Bricks Way, Everest Dr., Franks Dr., David Dr., Georges Dr., Caryl Ct., Carol Anns Ct., Donald Dr., Rays Cir., Ralphs Way, Tyler Ct. 18.2 miles approximate curb length

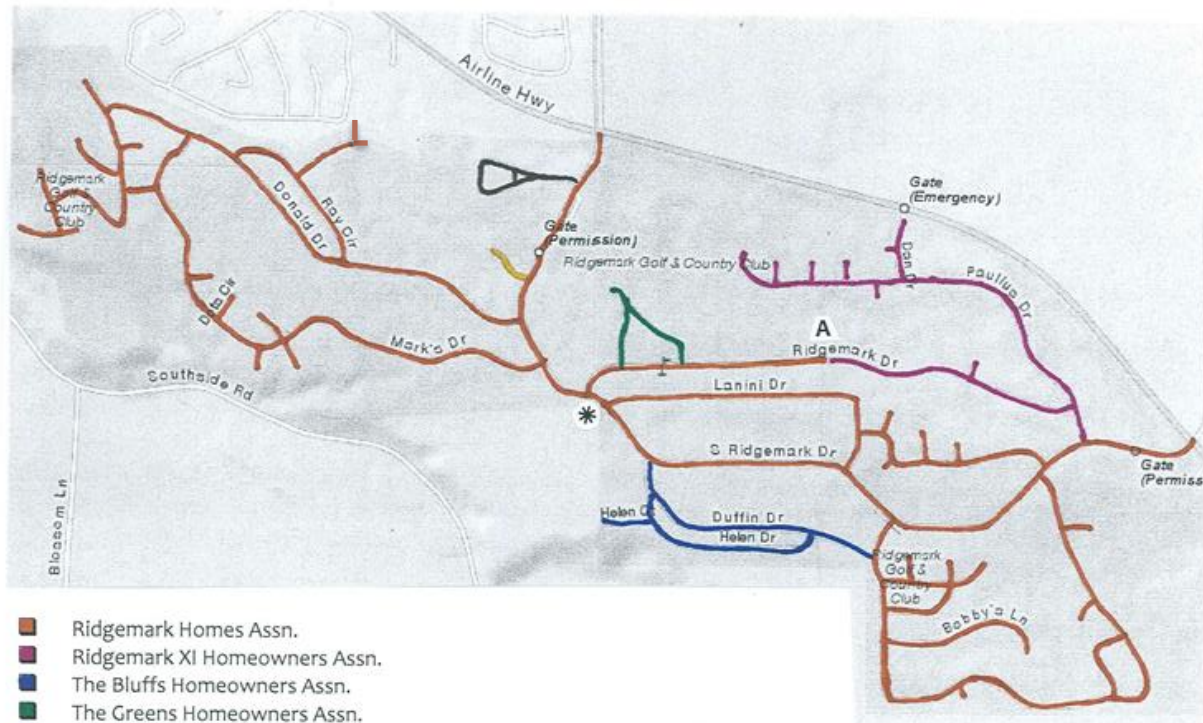
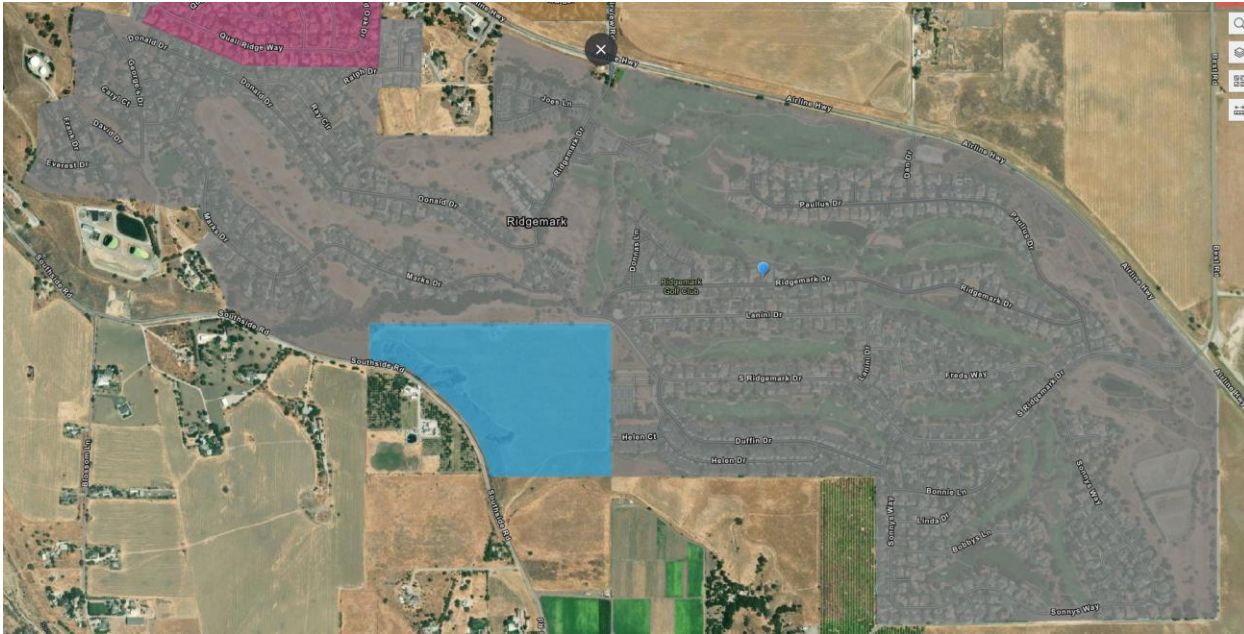
Ridgemark XI Homeowners Association- includes part of Ridgemark Dr., Rob Ct, Paullus Dr., Dan Dr., Jeanette Ct., Ken Ct., Marcus Ct., Mayme Ct., Jess Ct. 3 miles approximate curb length

Villa Pacheco Homeowners Association- includes Villa Pacheco Ct. .2 miles approximate curb length

The Greens Homeowners Association- includes Donnas Ln. .5 miles approximate curb length

The Villages Homeowners Association- includes Joes Ln. .6 miles approximate curb length

The Bluffs Homeowners Association- includes Duffin Dr., Helen Dr. and Helen Ct. 1.8 miles approximate curb length



- 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.
- A Boundary between Ridgemark Homes Association and Ridgemark XI HOA

CSA #16 – Santa Ana Estates/Holliday Ranch

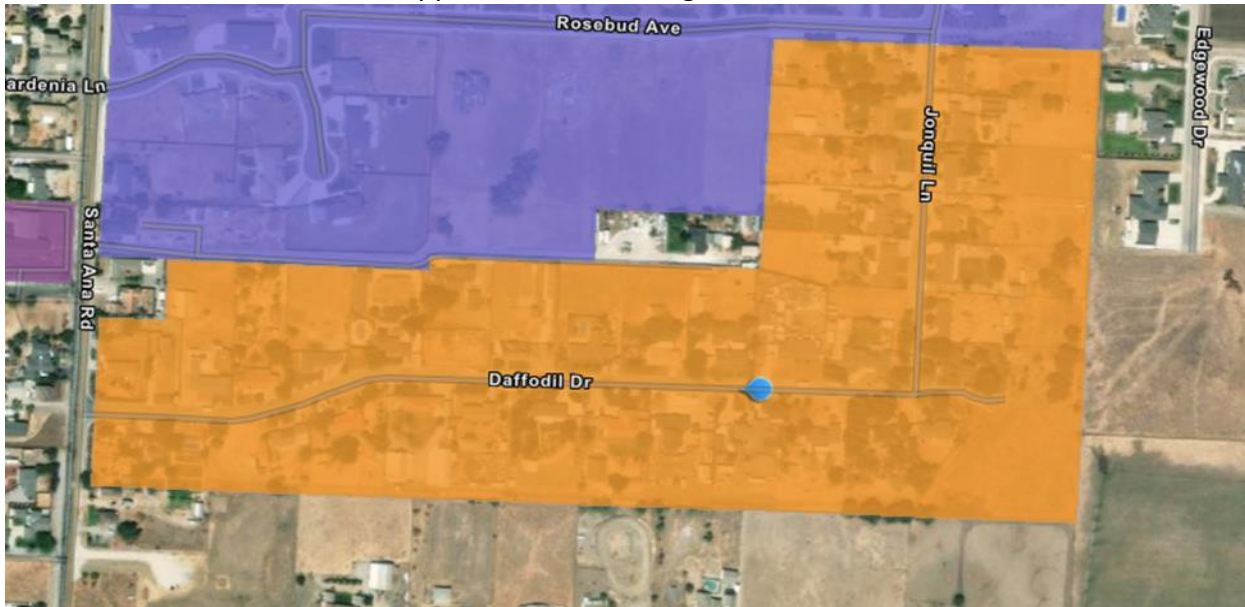
Daffodil Dr. .74 miles approximate curbed length

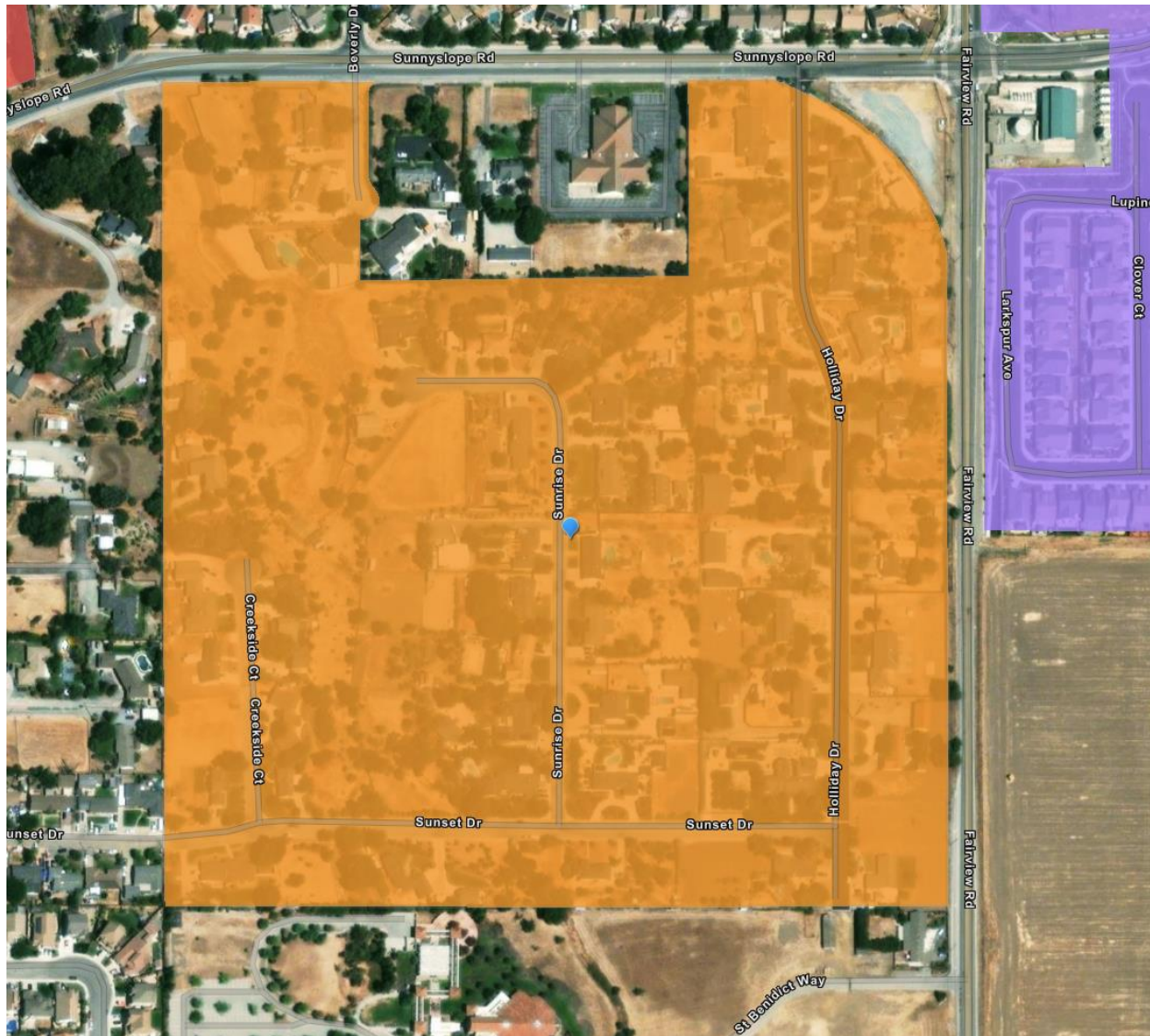
Jonquil Ln. from Daffodil Dr. to Rosebud Ave .32 miles approximate curbed length

Holliday Dr. .66 miles approximate curbed length

Sunset Dr. .52 miles approximate curbed length

Sunrise Dr. (see end point on map) .46 miles approximate curb length
Creekside Ct. .22 miles approximate curb length



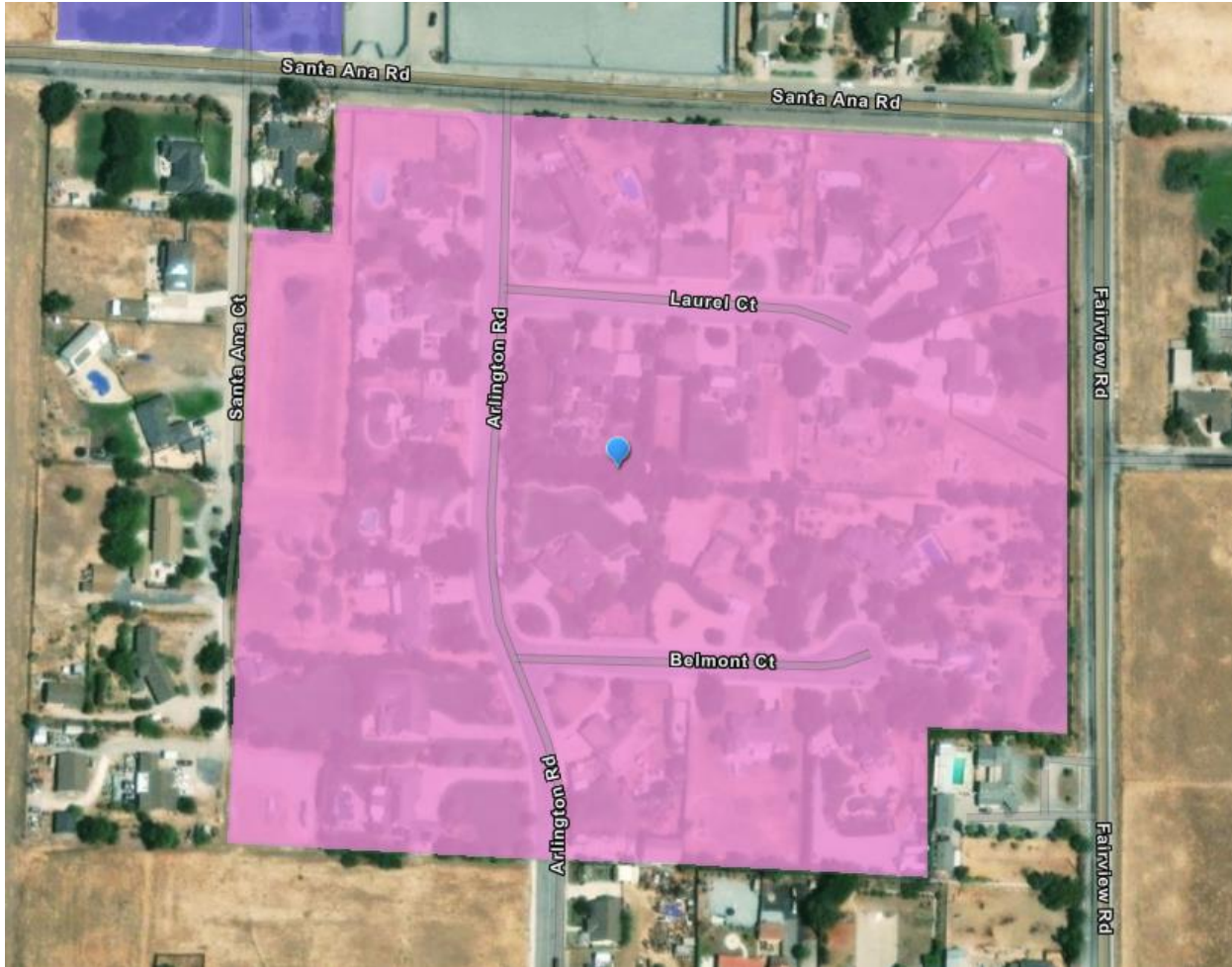


CSA #21 – Long Acres

Arlington Dr. (see end point on map) .5 miles approximate curb length

Laurel Ct. .2 miles approximate curb length

Belmont Ct. .2 miles approximate curb length



CSA #23 – Rancho San Joaquin/Tevis Trail
Tevis Trail 2.24 miles approximate curb length
Rockie Rd. .24 miles approximate curb length



CSA #24 – Santa Ana Acres

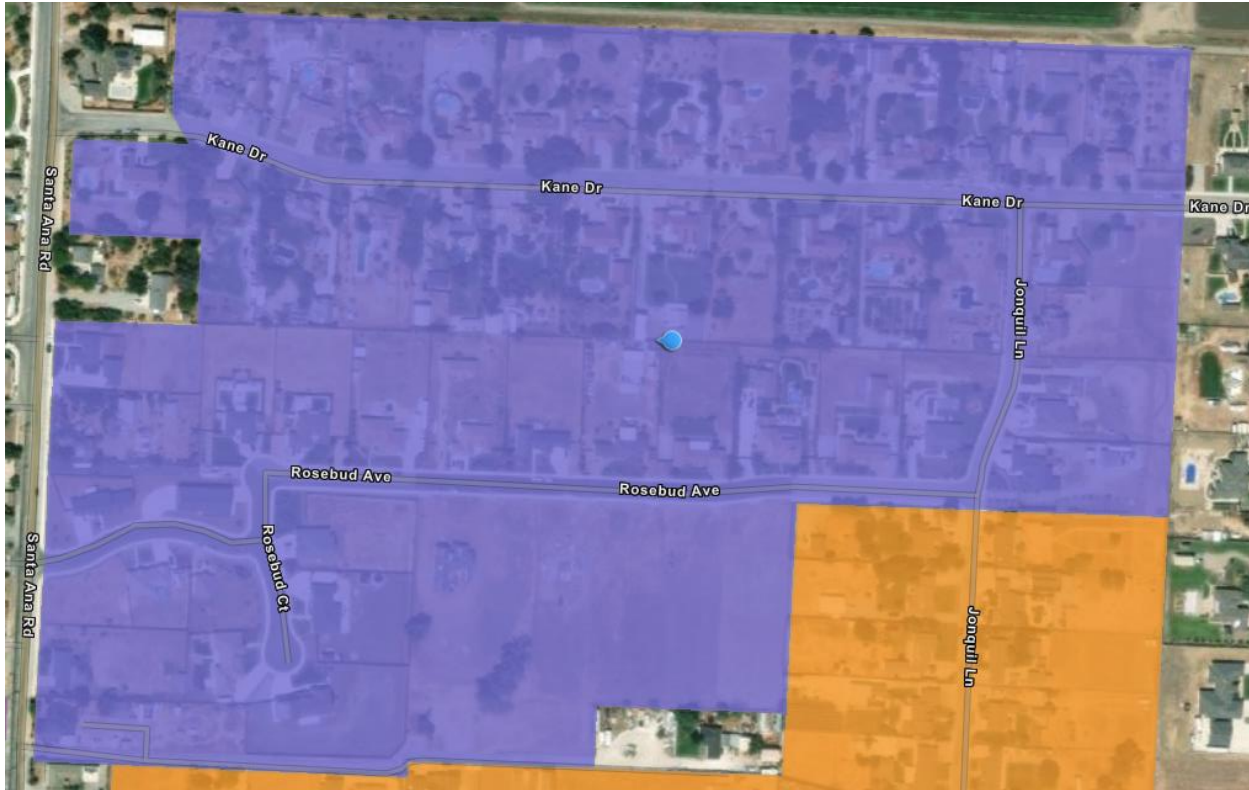
Kane Dr. (see start and end point on map) .76 miles approximate curb length

Jonquil Ln from Kane Dr. to Rosebud Ave .24 miles approximate curb length

Rosebud Ave .55 miles approximate curb length

Rosebud Ct. .3 miles approximate curb length

Gardenia Ln. from Santa Ana Rd. to Rosebud Ct. .18 miles approximate curb length



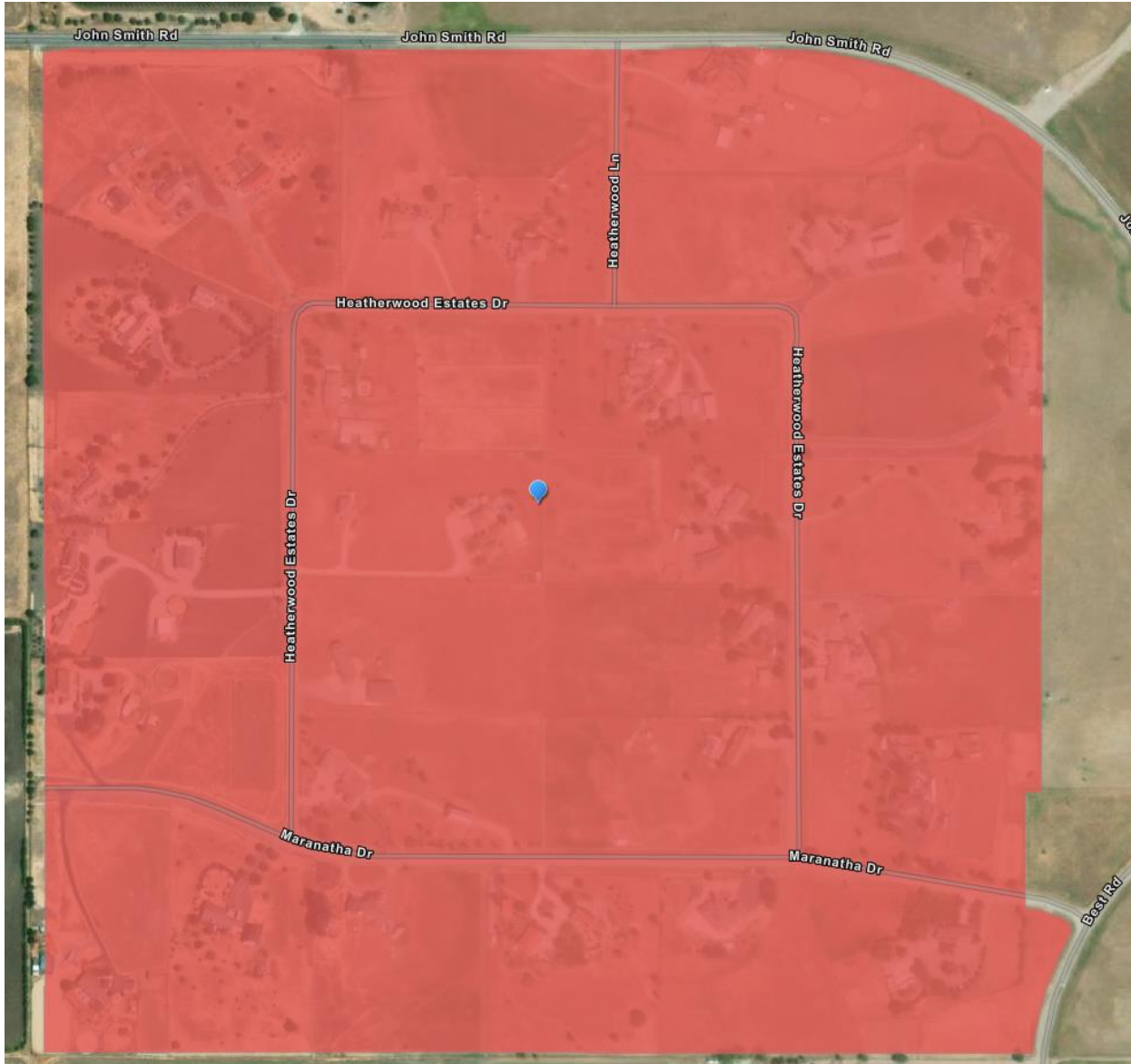
CSA #28 – Heatherwood

Heatherwood Ln. .24 miles approximate curb length

Heatherwood Estates Dr. 1.55 miles approximate curb length

Marantha Dr. (see start point on map) .98 miles approximate curb length

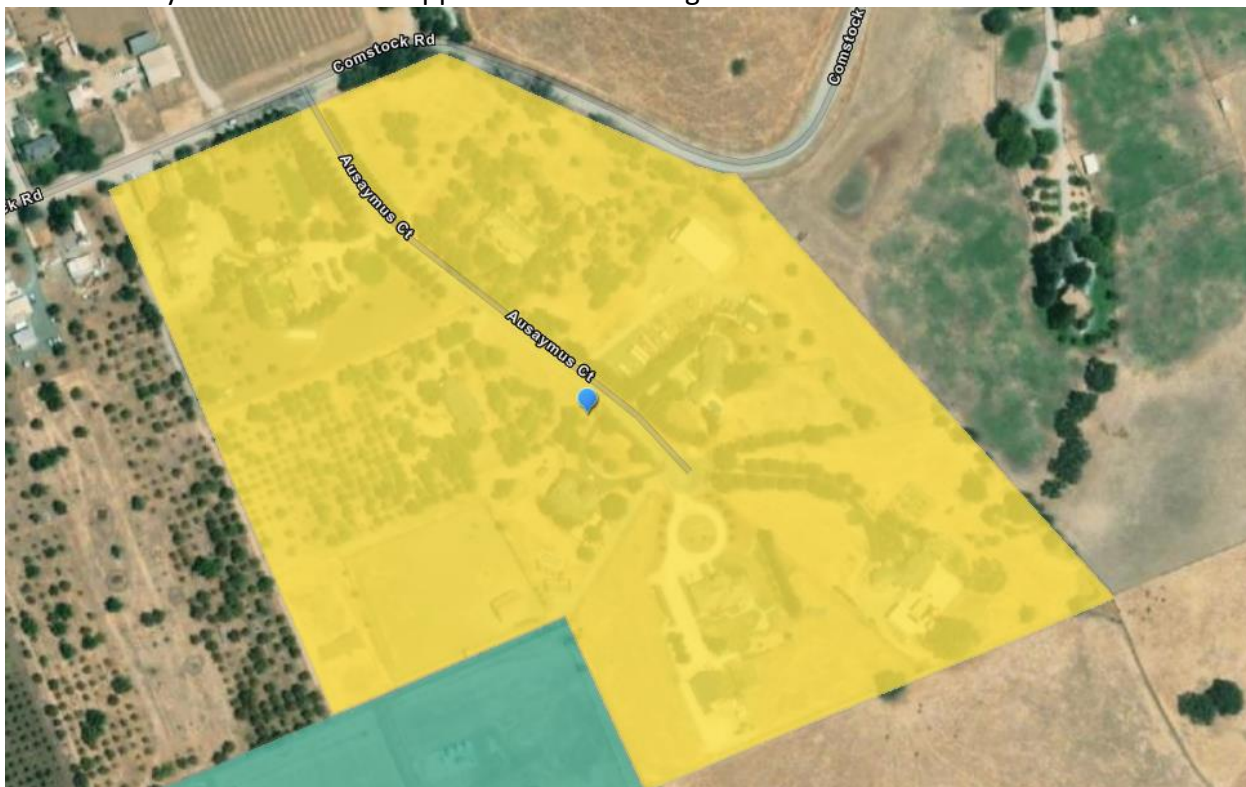
Fox Hill Cir. 1.74 miles approximate curb length





CSA #34 – Ausaymas Estates

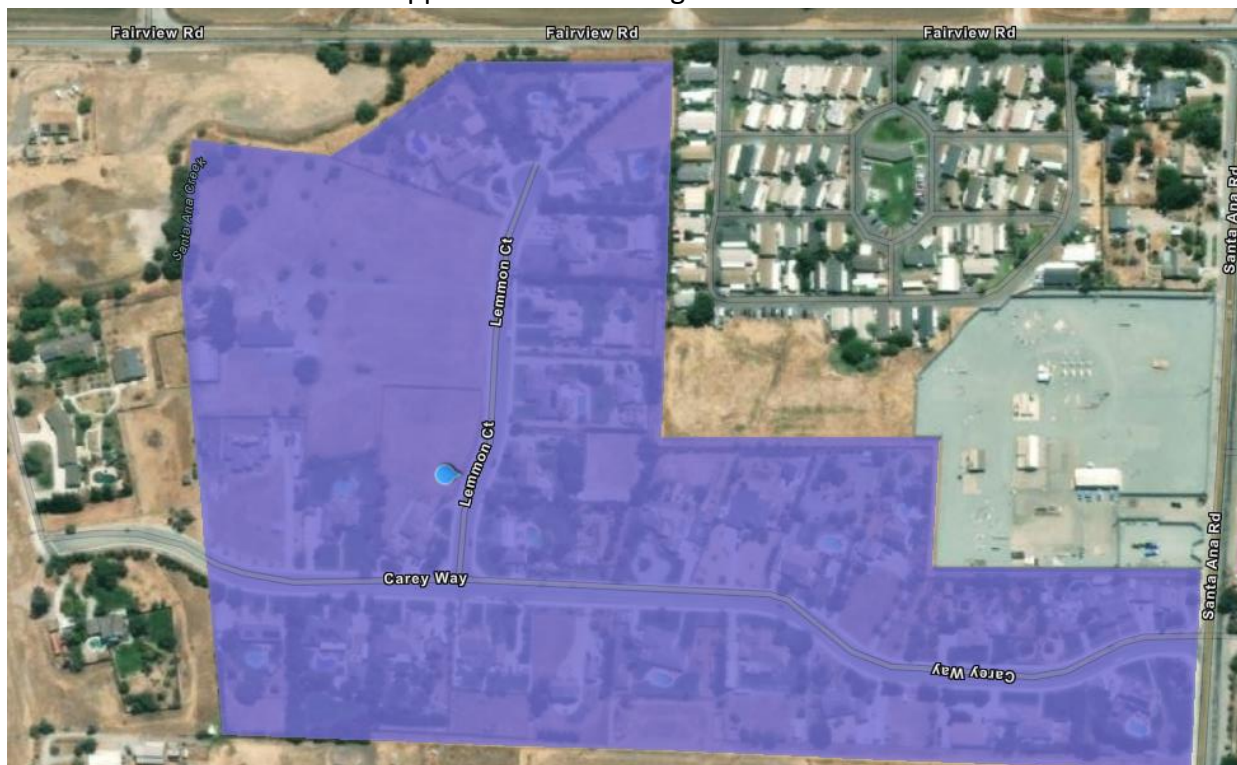
Ausaymas Ct. .42 miles approximate curb length



CSA #42 – Lemmon Acres

Carey Way (see end point on map) .76 miles approximate curb length

Lemmon Ct. .32 miles approximate curb length



CSA #46 – Quail Hollow

Quail Ridge Way (see end point on map) .72 miles approximate curb length

Quail Hollow Dr. .54 miles approximate curb length

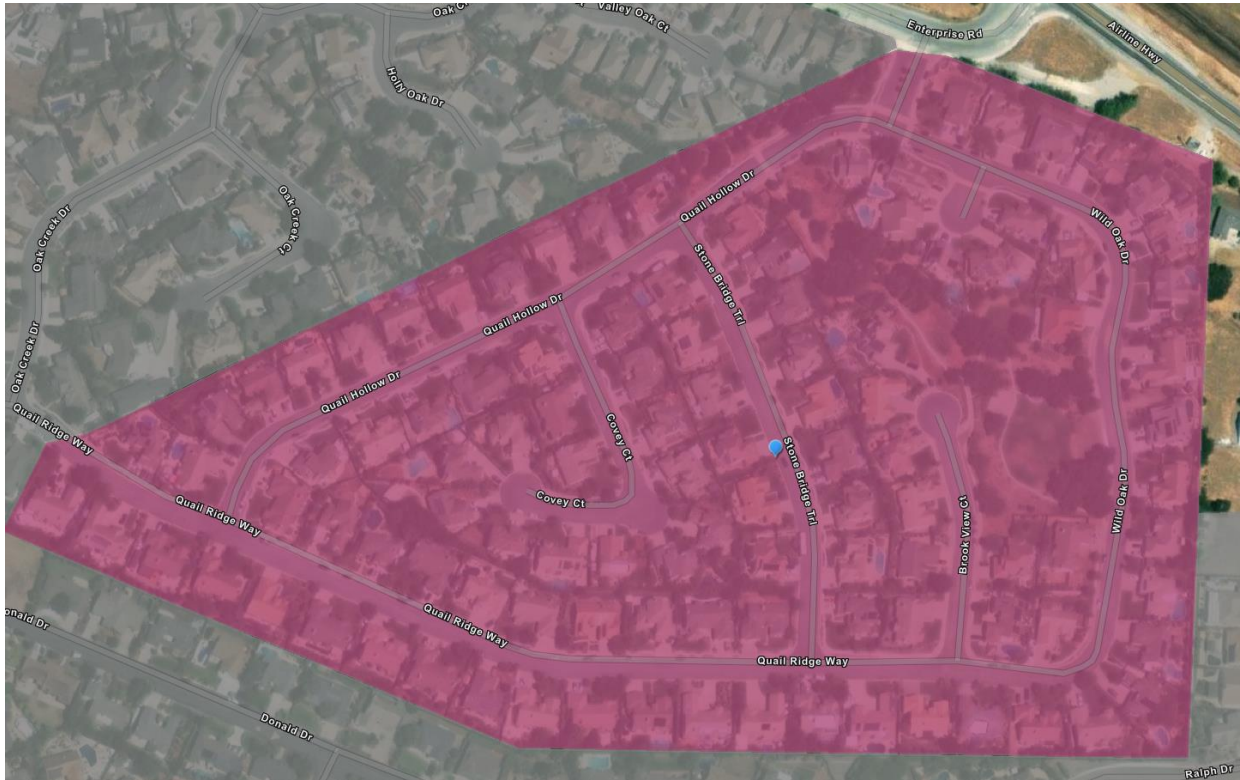
Wild Oak Dr .52 miles approximate curb length

Covey Ct. .26 miles approximate curb length

Stone Bridge Trl. .3 miles approximate curb length

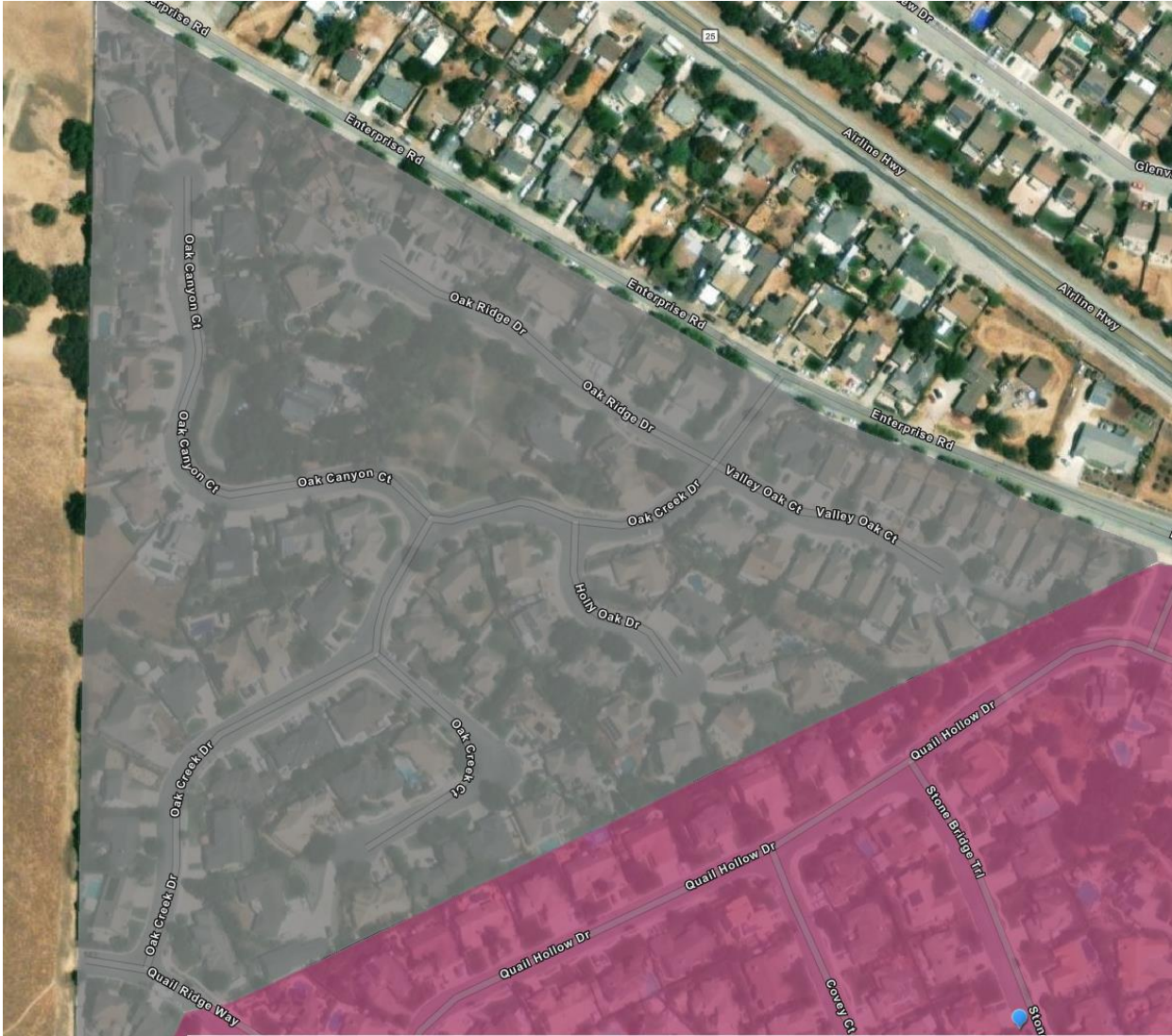
Brook View Ct. .19 miles approximate curb length

Arroyo Ct. .09 miles approximate curb length

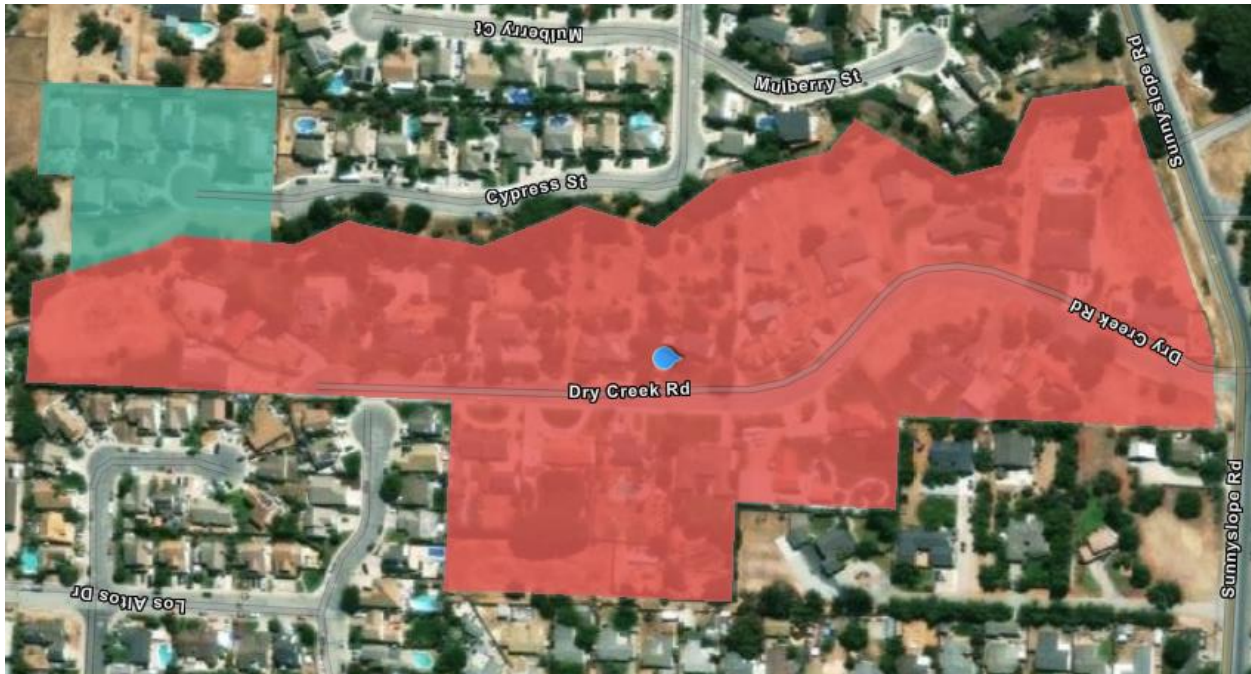


CSA #47 – Oak Creek

- Quail Ridge Way (see end point on map) .08 miles approximate curb length
- Oak Creek Dr. .58 miles approximate curb length
- Oak Creek Ct. .24 miles approximate curb length
- Holly Oak Dr .15 miles approximate curb length
- Valley Oak Dr. .17 miles approximate curb length
- Oak Canyon Ct .35 miles approximate curb length
- Oak Ridge Dr. .26 miles approximate curb length



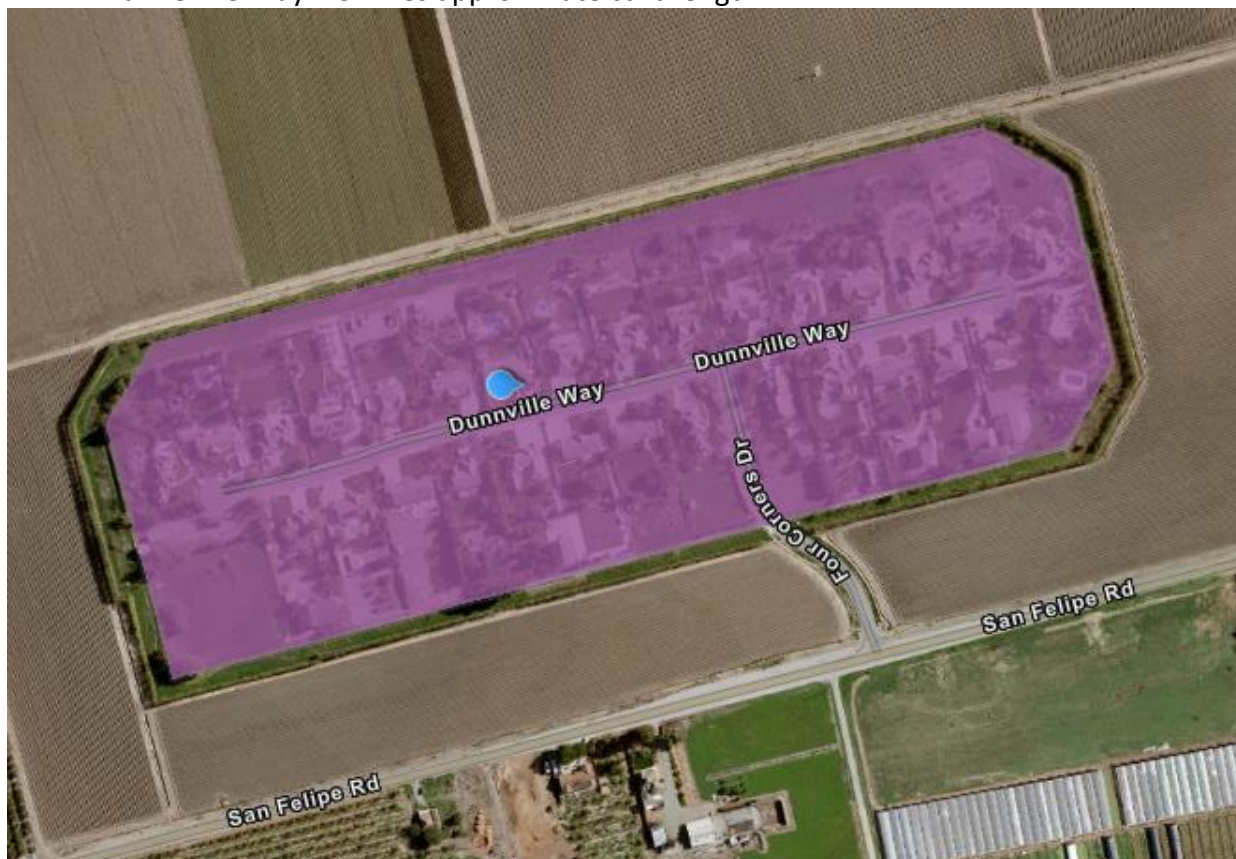
CSA #48 – Dry Creek
Dry Creek Rd. .66 miles approximate curb length



CSA #50 – Dunneville Estates

4 Corners Dr. (see start point on map) .14 miles approximate curb length

Dunneville Way .73 miles approximate curb length



CSA #51 – Comstock Estates

Little River Dr. 1.52 miles approximate curb length
Stony Brook Dr. .82 miles approximate curb length
Glen Falls Ct. .26 miles approximate curb length
Canyon Dr. .72 miles approximate curb length



CSA #55 – Creekside

Los Altos Dr. from Hillcrest (see end point on map) .3 miles approximate curb length
Cypress St. end of the street (see start point on map) .09 miles approximate curb length



CFD 2015-1 – Santana Ranch

- Sunnyslope Rd. (see start point on map) .72 miles approximate curb length
- Sage Dr. .9 miles approximate curb length
- Larkspur Ave. .2 miles approximate curb length
- Clover Ct. .62 miles approximate curb length
- Sunflower Dr. .36 miles approximate curb length
- Lupine Ln. .2 miles approximate curb length
- Santana Ranch Dr. 1.36 miles approximate curb length
- Foxtail Ct. .37 miles approximate curb length
- Lily Ct. .37 miles approximate curb length

Park Trail Dr. .98 miles approximate curb length
Goldenstar Ct. .38 miles approximate curb length
Tule Ln. .34 miles approximate curb length
Castlerock Dr. .78 miles approximate curb length
Hill Star Ln. .34 miles approximate curb length
Sunridge Ct. .21 miles approximate curb length
Wildrose Ct. .21 miles approximate curb length
Azalea Ct. .21 miles approximate curb length
North Hill Ct. .45 miles approximate curb length
Wildrye Ct. .14 miles approximate curb length
Sunridge Dr. .68 miles approximate curb length
Wildrose Dr. .72 miles approximate curb length
Azalea Dr. .36 miles approximate curb length
Pine Rock Dr. .66 miles approximate curb length
Alta Peak Dr. .2 miles approximate curb length
Meyers Peak Dr. .2 miles approximate curb length
Coyote Peak Way .26 miles approximate curb length
Cherry Peak Way .2 miles approximate curb length
Scout Peak Way .24 miles approximate curb length
Pine Mountain Dr. .1 miles approximate curb length
Morro Dr. .1 miles approximate curb length
Morro Ct. .08 miles approximate curb length
Cambria Ct. .1 miles approximate curb length
Oceano Ct. .12 miles approximate curb length
Pismo Ct. .12 miles approximate curb length
Hillcrest Rd. .28 miles approximate curb length

*Streets under construction will not be serviced or billed until completed



CFD 2018-1 – Bennett Ranch

Hospital Rd. (see start point on map) .22 miles approximate curb length

Palomino Way .46 miles approximate curb length

Appaloosa Way .47 miles approximate curb length

Stallion Way .26 miles approximate curb length

Stallion Ct. .05 miles approximate curb length

Appaloosa Ct. .03 miles approximate curb length



CFD 2018-1 – Sunnyside Estates

Colorado Way (see start point on map) .06 miles approximate curb length

Sacramento Way .44 miles approximate curb length

Kern Way .26 miles approximate curb length

Klamath Way .62 miles approximate curb length

Kings Way .30 miles approximate curb length

Walker Way .28 miles approximate curb length

San Joaquin Ct. .18 miles approximate curb length

Fulton Way .42 miles approximate curb length

Mojave Way (shown on map as Kern Way) .42 miles approximate curb length



ATTACHMENT B: CURRENT GARBAGE COLLECTION SCHEDULE

CSA #4 – Santa Rosa Acres – Tuesday
CSA #5 – El Toro/Hillcrest – Friday
CSA #9 – Ridgemark – Friday
CSA #16 – Santa Ana Estates/Holliday Ranch
 Daffodil Dr. and Jonquil Ln. – Wednesday
 Holliday Dr., Sunset Dr., Sunrise Dr., Creekside Ct. – Friday
CSA #21 – Long Acres – Wednesday
CSA #23 – Rancho San Joaquin/Tevis Trail – Tuesday
CSA #24 – Santa Ana Acres – Wednesday
CSA #28 – Heatherwood – Thursday
CSA #34 – Ausaymas Estates – Tuesday
CSA #42 – Lemmon Acres – Wednesday
CSA #46 – Quail Hollow – Thursday
CSA #47 – Oak Creek – Thursday
CSA #48 – Dry Creek – Friday
CSA #50 – Dunneville Estates – Tuesday
CSA #51 – Comstock Estates – Tuesday
CSA #55 – Creekside
 Los Altos Dr. – Friday
 Cypress St. – Tuesday
CFD 2015-1 – Santana Ranch – Wednesday
CFD 2018-1 – Bennett Ranch – Thursday
CFD 2018-1 – Sunnyside Estates – Thursday

*Schedule listed is to the best knowledge of County of San Benito Resource Management Agency (RMA) staff at time of RFP, schedule may change or not be fully accurate for all sections of a particular CSA or CFD

EXHIBIT A: BID FORM

Area No.	Item Description	Approximate Curb Length (miles)		Annual Cost	
				Option 1 Every Month 12x/year	Option 2 Quarterly 4x/year
CSA 4	Santa Rosa Dr.	0.32	miles		
	CSA-4 Subtotal	0.32	miles		
CSA 5	El Toro Dr.	0.60	miles		
	El Camino Paraiso	0.50	miles		
	CSA-5 Subtotal	1.10	miles		
CSA 9	Ridgemark Homes Assn.	18.20	miles		
CSA 9	Ridgemark XI Homeowners Assn.	3.00	miles		
CSA 9	Villa Pacheco Homeowners Assn.	0.20	miles		
CSA 9	The Greens Homeowners Assn.	0.50	miles		
CSA 9	The Villages Homeowners Assn.	0.60	miles		
CSA 9	The Bluffs Homeowners Assn.	1.80	miles		
	CSA-9 Subtotal	24.30	miles		
CSA 16	Daffodil Dr.	0.74	miles		
CSA 16	Jonquil Ln.	0.32	miles		
CSA 16	Holliday Dr.	0.66	miles		
CSA 16	Sunset Dr.	0.52	miles		
CSA 16	Sunrise Dr.	0.46	miles		
CSA 16	Creekside Ct.	0.22	miles		
	CSA-16 Subtotal	2.92	miles		
CSA 21	Arlington Rd.	0.50	miles		

CSA 21	Laurel Ct.	0.20	miles		
CSA 21	Belmont Ct.	0.20	miles		
	CSA-21 Subtotal	0.90	miles		
CSA 23	Tevis Trail	2.24	miles		
CSA 23	Rockie Rd.	0.24	miles		
	CSA-23 Subtotal	2.48	miles		
CSA 24	Kane Dr.	0.76	miles		
CSA 24	Jonquil Ln.	0.24	miles		
CSA 24	Rosebud Ave.	0.55	miles		
CSA 24	Rosebud Ct.	0.30	miles		
CSA 24	Gardenia Ln.	0.18	miles		
	CSA-24 Subtotal	2.03	miles		
CSA 28	Heatherwood Ln.	0.24	miles		
CSA 28	Heatherwood Estates Dr.	1.55	miles		
CSA 28	Maranatha Dr.	0.98	miles		
CSA 28	Fox Hill Cir.	1.74	miles		
	CSA-28 Subtotal	4.51	miles		
CSA 34	Ausaymas Ct.	0.42	miles		
	CSA-34 Subtotal	0.42	miles		
CSA 42	Carey Way	0.76	miles		
CSA 42	Lemmon Ct.	0.32	miles		
	CSA-42 Subtotal	1.08	miles		
CSA 46	Quail Ridge Way	0.72	miles		
CSA 46	Quail Hollow Dr.	0.54	miles		
CSA 46	Wild Oak Dr.	0.52	miles		
CSA 46	Covey Ct.	0.26	miles		
CSA 46	Stone Bridge Trail	0.30	miles		

CSA 46	Brook View Ct.	0.19	miles		
CSA 46	Arroyo Ct.	0.09	miles		
	CSA-46 Subtotal	2.62	miles		
CSA 47	Quail Ridge Way	0.08	miles		
CSA 47	Oak Creek Dr.	0.58	miles		
CSA 47	Oak Creek Ct.	0.24	miles		
CSA 47	Holly Oak Ct.	0.15	miles		
CSA 47	Valley Oak Dr.	0.17	miles		
CSA 47	Oak Canyon Ct.	0.35	miles		
CSA 47	Oak Ridge Dr.	0.26	miles		
	CSA-47 Subtotal	1.83	miles		
CSA 48	Dry Creek Rd.	0.66	miles		
	CSA-48 Subtotal	0.66	miles		
CSA 50	4 Corners Dr.	.14			
CSA 50	Dunneville Way	.73			
	CSA-50 Subtotal	0.87	miles		
CSA 51	Little River Dr.	1.52	miles		
CSA 51	Stony Brook Dr.	0.82	miles		
CSA 51	Glen Falls Ct.	0.26	miles		
CSA 51	Canyon Dr.	0.72	miles		
	CSA-51 Subtotal	3.32	miles		
CSA 55	Los Altos Dr.	0.30	miles		
CSA 55	Cypress St.	0.09	miles		
	CSA-55 Subtotal	0.39	miles		
CFD 2015-1	Sunnyslope Rd.	0.72			
CFD 2015-1	Sage Dr.	0.90			
CFD 2015-1	Larkspur Ave.	0.20			

CFD 2015-1	Clover Ct.	0.62			
CFD 2015-1	Sunflower Dr.	0.36			
CFD 2015-1	Lupine Ln.	0.20			
CFD 2015-1	Santana Ranch Dr.	1.36			
CFD 2015-1	Foxtail Ct.	0.37			
CFD 2015-1	Lily Ct.	0.37			
CFD 2015-1	Park Trail Dr.	0.98			
CFD 2015-1	Goldenstar Ct.	0.38			
CFD 2015-1	Tule Ln.	0.34			
CFD 2015-1	Castlerock Dr.	0.78			
CFD 2015-1	Hill Star Ln.	0.34			
CFD 2015-1	Sunridge Ct.	0.21			
CFD 2015-1	Wildrose Ct.	0.21			
CFD 2015-1	Azalea Ct.	0.21			
CFD 2015-1	North Hill Ct.	0.45			
CFD 2015-1	Wildrye Ct.	0.14			
CFD 2015-1	Sunridge Dr.	0.68			
CFD 2015-1	Wildrose Dr.	0.72			
CFD 2015-1	Azalea Dr.	0.36			
CFD 2015-1	Pine Rock Dr.	0.66			
CFD 2015-1	Alta Peak Dr.	0.20			
CFD 2015-1	Meyers Peak Dr.	0.20			
CFD 2015-1	Coyote Peak Way	0.26			
CFD 2015-1	Cherry Peak Way	0.20			
CFD 2015-1	Scout Peak Way	0.24			
CFD 2015-1	Pine Mountain Dr.	0.10			
CFD 2015-1	Morro Dr.	0.10			

CFD 2015-1	Morro Ct.	0.08			
CFD 2015-1	Cambria Ct.	0.10			
CFD 2015-1	Oceano Ct.	0.12			
CFD 2015-1	Pismo Ct.	0.12			
CFD 2015-1	Hillcrest Rd.	0.28			
	CFD 2015-1 Subtotal	13.56			
CFD 2018-1	Hospital Rd.	0.22			
CFD 2018-1	Palomino Way	0.46			
CFD 2018-1	Appaloosa Way	0.47			
CFD 2018-1	Stallion Way	0.26			
CFD 2018-1	Stallion Ct.	0.05			
CFD 2018-1	Appaloosa Ct.	0.03			
	CFD 2018-1 Bennett Ranch Subtotal	1.49			
CFD 2018-1	Colorado Way	0.06			
CFD 2018-1	Sacramento Way	0.44			
CFD 2018-1	Kern Way	0.26			
CFD 2018-1	Klamath Way	0.62			
CFD 2018-1	Kings Way	0.30			
CFD 2018-1	Walker Way	0.28			
CFD 2018-1	San Joaquin Ct.	0.18			
CFD 2018-1	Fulton Way	0.42			
CFD 2018-1	Mojave Way	0.42			
	CFD 2018-1 Sunnyside Estates Subtotal	2.98			
	Total All Services	67.78	miles		

EXHIBIT B: PROSPECTIVE RESPONDENT FACT SHEET

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? Y N
- 2) Is your firm a State of California registered small business? Y N
- 3) Is this a disabled owned business? Y N
- 4) Is this a women owned business? Y N
- 5) Is this a minority owned business? Y N
- 6) Has your firm been certified as a minority firm by any public agency? Y N

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

7) 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: _____

NOTE: Please reference Standard Definitions on the following page.

EXHIBIT C: OFFICIAL RFP FORM

County of San Benito RESOURCE MANAGEMENT AGENCY

2301 Technology Parkway, Hollister, CA 95023

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Have you complied with all specifications, requirements, terms and conditions of this Proposal?

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 RFP paragraph and section number followed by an explanation.

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

Executed in _____, California, on _____, 2023

NAME OF FIRM _____

EMAIL: _____ PHONE: _____

ADDRESS: _____ CITY: _____ ZIP _____

ADDENDUM ACKNOWLEDGMENT:

The Respondent acknowledges receipt of the following Addenda:

Addendum # _____, dated _____ Addendum # _____, dated _____

NAME: _____ TITLE _____

SIGNATURE & DATE

Complete the following Attachment E, including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

EXHIBIT D: CUSTOMER REFERENCES

List and submit with this RFP three (3) customer references, one (1) of which should be in the San Benito County Area, for whom you have furnished similar services in size and nature.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EXHIBIT F: NON-COLLUSION OF DECLARATION

**COUNTY OF SAN BENITO
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
(Name)

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

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, 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 proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

(Date)

(Signature)

EXHIBIT G: 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 uncopyrighted 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 Request for Proposal 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 Attn: RMA Director
Resource Management Agency
2301 Technology Parkway
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 will be required to furnish, at time of submittal of Request for Proposals, 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 RFQ 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 RFQ 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.

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.

EXHIBIT H: LIVING WAGE COMPLIANCE

Company Name: _____

Address: _____
Street City State Zip

Proposed Services: _____

- 1. Number of employees: _____ If five or less, please sign below and return.
- 2. Are your employees covered by a collective bargaining agreement? Yes ___ No ___
If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

- 3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements:
Yes: _____ No: _____

- 4. Are medical benefits provided to your employees? Yes: ___ No: ___
If yes, enter the name and address of the plan or program below.

- 5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____

- 6. Will any subcontractors perform work on this contract? Yes: ___ No: ___
If yes, please complete and submit this form for each subcontractor working on this County Contract.

- 7. Please list any other contracts for services you currently have with the County:

Contract/PO#	\$ Amount

- 8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing.
Yes: _____ No: _____

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

- 9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.
Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number
---------------------	-------	--------------

Signature	Date
-----------	------

EXHIBIT I: CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT.
- C. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- G. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this CONTRACT is also employed by the construction CONTRACTOR for any project included within this contract.
- H. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this CONTRACT shall have provided services on the design of any project included within this contract.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("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 _____, and end on _____, 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 of this contract is _____.

7. Specific Terms and Conditions (check one)

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

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 2301 Technology Parkway

Address: _____

Hollister, California 95023

Telephone No.: (831) 636-4170

Telephone No.: _____

Fax No.: (831) 636-4176

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: _____

Date: _____

**ATTACHMENT A
Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services

A. CONTRACTOR shall perform the following

1.

B. CONTRACTOR shall complete all of the work within 10 days of the COUNTY's issuance of the Notice to Proceed

C. CONTRACTOR shall do all of the work and furnish all the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

END OF 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 \$ _____

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)

*If designated members are unavailable due to extenuating circumstances, Contractor will provide a replacement subject to San Benito County's prior written approval.

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court 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.
revised 7/22/2022 Attachment C: Page 2 of 7
- (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.
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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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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-1 1. 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. revised 7/22/2022 Attachment C: Page 4 of 7

(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

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-1 5. 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: revised 7/22/2022 Attachment C: Page 5 of 7 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 revised 7/22/2022 Attachment C: Page 6 of 7 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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any off- set and the reason for the deduction.

C-29. COUNTERPARTS.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. revised 7/22/2022 Attachment C: Page 7 of 7

C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

CONTRACTOR shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. CONTRACTOR must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent CONTRACTORS. CONTRACTOR retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

**ATTACHMENT D
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 contract, 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.~~

B. 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.

C. Warranty

Contractor warrants to County and CSA No. 21, CSA No. 24, CSA No. 28, CSA No. 34, CSA No. 46, CSA No. 47, and CSA No. 51 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.

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

- a. 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.

- b. Cost of providing any service which does not meet specifications, will be the responsibility of the contractor.
- c. 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.

E. 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.

F. 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.

G. 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 contractor under this contract.

H. Insurance Requirements

a. 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:

- i. 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.
- ii. 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).

b. 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.

i. 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 \$1,000,000.00 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:

- a. Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request,
- b. Full Personal Injury coverage,
- c. Broad form Property Damage coverage, and
- d. A cross-liability clause in favor of COUNTY.

c. Other Insurance Provisions

- i. 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.
- ii. 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.
- iii. 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."**
- iv. 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."
- v. 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.

- vi. 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.”

- d. 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.
- e. In the event of any conflict between this Paragraph I and Attachment C to the County’s Standard Contract, the requirements of this Paragraph I shall prevail.

- END ATTACHMENT D -