

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE October 5, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Purchase of Two (2) Mighty Sweep MS2003KO Self-Propelled Broom Vehicles

STAFF RECOMMENDATIONS:

- 1) Authorize the purchase of two (2) 2011 Mighty Sweep MS2003KO Self-Propelled Broom Vehicles from Geffs Manufacturing, Inc. in the amount of \$121,888.58.
- 2) Authorize the Purchasing Agent/General Services Agency Director to purchase the equipment.

FISCAL IMPACT:

The cost of the two (2) Self-Propelled Broom Vehicles will be 100% funded by Congestion Mitigation and Air Quality (CMAQ) grant funds awarded to the Department of Public Works Morgan Shop for the purchase of alternative fueled vehicles. These vehicles will be fueled by bio-diesel, which falls under the CMAQ definition of alternative fuel. The Public Works Morgan Shop Fiscal Year 2010-2011 budget reflects the CMAQ grant and purchase of these alternative fueled vehicles. Sufficient funds are available in the budget to cover the cost of purchasing the Self-Propelled Brooms. The purchase price of the two (2) Self-Propelled

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-624

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval to Authorize the Purchase of Two (2) Mighty Sweep MS2003KO Self-Propelled Broom Vehicles

Brooms is \$121,888.58, including shipping costs. In addition to the cost of the two (2) Self-Propelled Brooms, Public Works Morgan Shop will pay the California State sales tax in the amount of \$10,207.58 to the Department of Motor Vehicles in Modesto, California.

### **DISCUSSION:**

The Department of Public Works Morgan Shop Division provides and maintains equipment for the Road and Bridge Operations and Maintenance Division. The Fiscal Year 2010-2011 budget approved the purchase of two (2) Self-Propelled Broom Vehicles (Self-Propelled Brooms) to fulfill the Roads and Bridges Division's road maintenance needs and to continue to meet compliance targets with the California Air Resource Board's adopted the Fleet Rule, Title 13, Article 4.8, Chapter 9, California code of Regulations (CCR), to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use-off-road diesel-fueled vehicles.

The Self-Propelled Brooms play an important role in asphalt preparation when chip sealing, and with the performance of shoulder work. The Self-Propelled Brooms sweep off excess debris after shoulder work and excess chips after chip sealing. Removal of the excess debris and chips prevents windshield damage, vehicles skidding, and promotes traffic safety.

The two (2) 2011 Mighty Sweep MS2003KO Self-Propelled Brooms are currently not in stock at Geffs Manufacturing, Inc. They will be manufactured at Geffs Manufacturing, Inc. in Pocatello, Idaho and will be shipped to Public Works Morgan Shop. Geffs Manufacturing, Inc. is responsible for loss during shipping and for the two (2) 2011 Mighty Sweep MS2003KO Self-Propelled Brooms until they are received by the Department of Public Works. The shipping costs are included in the purchase price of \$121,888.58. Payment to Geffs Manufacturing, Inc. will be made once the vehicles are in Public Works' possession. The Department anticipates delivery of the vehicles in January of 2011.

On June 15, 2008, the California Air Resource Board's adopted the Fleet Rule, Title 13, Article 4.8, Chapter 9, California Code of Regulations (CCR), to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Target dates to meet compliance of this rule are predetermined by NOX (nitrates of oxide) and PM (particulate matters). There are annual reduction compliance targets through the year 2020, and the purchase of these Self-Propelled Brooms will help the Department meet the next target date of March 1, 2011.

Public Works Morgan Shop purchased one (1) Self-Propelled Broom from Geffs Manufacturing, Inc. in March of 2010 and has been extremely pleased with its performance. The Mighty Sweep MS2003KO Self-Propelled Broom is stronger, powerful, and has heavier hydraulics than other competitive models on the market. Broom parts will help standardized Public Works Morgan Shop's parts for equipment in our heavy equipment fleet. In addition, the vendor is willing to match previous bid price for the two (2) Self-Propelled Brooms as the Broom Public Works purchased in March of 2010.

Approval to Authorize the Purchase of Two (2) Mighty Sweep MS2003KO Self-Propelled Broom Vehicles

**POLICY ISSUES:**

This action is consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by adequately maintaining the County's road maintenance fleet while assisting to meet compliance with the State's diesel emission standards.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: 209-525-4130.

Morgan Shop\Morgan\Board Items\Board Item\_Self-Propelled Brooms 10-2010



**GSA PURCHASING AGENT**  
1010 Tenth Street, Suite #5400, Modesto, CA 95354  
PO Box 3229, Modesto, CA 95353-3229  
Phone: (209) 525-6319  
Fax: (209) 525-7787

# INVITATION TO BID

**BID NO. 09-27-CB**

**PROJECT NAME:**

**Mighty Sweep MS2003KO Self-Propelled Broom**

## BID INFORMATION:

**BID RESPONSE DATE:**  
August 25, 2009

**BID RESPONSE TIME:**  
"NO LATER THAN 2:30"

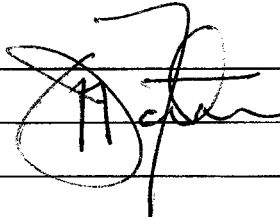
**DELIVER BID RESPONSES TO:**  
Stanislaus County GSA Purchasing Division  
1010 Tenth Street Suite #5400  
Modesto, CA 95354

Bidders are required to submit an original and (2 copies) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

**BIDDERS COMPANY NAME:** GEFFS MANUFACTURING, INC.  
(Type or Print)

**Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_  
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Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Bidder's Name (Printed): JEFFERY L. MATKIN  
Bidder's Signature:   
Bidder's Title: CEO

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**BOND REQUIREMENTS \***

Bid Security required	No	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	No	Amount <u>\$ 100%</u>
Payment bond required	No	Amount <u>\$ 100%</u>

\*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

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**FOR COUNTY USE ONLY**

Bid was opened on above date and at prescribed place.

Received:         Cashiers or Certified Check drawn on a California bank  
                      Surety Bond

By: \_\_\_\_\_  
Stanislaus County GSA Purchasing Division



**STANISLAUS COUNTY GSA PURCHASING DIVISION  
FOR  
PUBLIC WORKS DEPARTMENT – MORGAN ROAD**

**NEW MIGHTY SWEEP MS2003KO SELF-PROPELLED BROOM (UNDERBODY) OR EQUIVALENT**

A. OVERVIEW

The County of Stanislaus, Public Works Department – Morgan Road requests Bids for one new Mighty Sweep MS2003KO Self-Propelled Broom (underbody) or Equivalent.

B. BID INTENT

As part of this Bid the Bidder is required to submit all required pricing which will be incorporated into the Agreement or Purchase Order at the time of award

C. SCOPE OF SERVICES

**Specifications are as follows:**

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the Director of Public Works.

**Brand Names**

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Dealer may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Dealer. If proposing to bid an "EQUAL", please state name of manufacturer, model, and part number, if applicable, and enclose descriptive literature.

**COMPLETE PACKAGE**

Unit shall be a complete package from the bidding dealer. Dealer will be responsible for delivery of a complete operational unit. Preliminary and final configuration design will be coordinated with the Department of Public Works - Morgan Shop Fleet Manager for review and comment.

	<u>Broom Specifications</u>	<u>YES</u>	<u>NO</u>	<u>OTHER</u>
<b>Dimensions</b>	Height - 9'8"; Length - 15'6"; Width - 8'; Weight - 6420 lbs	XX		
<b>Capacities</b>	Fuel Tank 32 gallons; Hydraulic Tank 30 gallons; Total Hydraulic: 38 gallons; Coolant 5 gallons; Rear Axle Capacity: 1 3/4 quarts; Brake Hydraulic System: 1 quart; Water tank 150 gallons	XX		
<b>Engine</b>	<b>2009</b> John Deere 4045; 86 HP @ 2200 RPM; 261 ft. lbs torque @ 2400 RPM; Tier III <b>California Certified</b> Compliant; 4-cylinder; Water cooled; 12-volt DC; 100-amp minimum; Two-stage, dual element, dry type air cleaner.	XX		
<b>Drive Train</b>	Heavy-duty 39 GPM hydrostatic transmission; Variable speed, 0-20 MPH	XX		
<b>Front Steering Axle</b>	Automotive tube type with spindles; Hydraulic disc brakes; 19' oscillation; Turning radius 22'	XX		
<b>Rear Drive Axle</b>	Dana-44 heavy duty truck type, rigid; Semi-float differential; Hydraulic drum brakes	XX		
<b>Tires, Wheels and Pressures</b>	Wheels - 15" steel, 5 hole; Tires - LT235/75 R15, 6-ply; Tire pressure - 50 psi; Lug nut torque -100 foot-pounds	XX		
<b>Auxiliary Pump</b>	27-GPM; 4-GPM priority steering; 1500-psi system pressure	XX		
<b>Broom and Broom Wafer</b>	Direct hydraulic drive motor enclosed in broom core; Hydraulically angles 45° right or 45° left; Power Up/Down and 10° angle float; Oil cooler with 10 micron - Beta 10 filter; Quick-Change Brush System 32" diameter brush on 10" diameter broom core; Full brush hood, 160° cover with end plates; Full Length rubber shield deflects flying debris; Spindle type swing frame, mounted on large sealed tapered bearings; Core assembly is all steel, 8' long with 7'6" sweeping surface; 10° angle float to conform to surface; Poly - 10x32; Steel wire - 10x32; Broom rotation - 260 RPM	XX		
<b>Electrical System</b>	12 volts DC	XX		
<b>Lighting System</b>	LED Tail/Stop Lights – Two PSE Q3000AH, 12 volt DC Strobe Light mounted front and rear	XX		
<b>Hydraulic Filters</b>	Transmission suction (no bypass) - 10-micron; Return - 10-micron; Suction - 100-mesh	XX		
<b>Water Spray System</b>	Tank Capacity - 150 gallons; Pump - 12 volt DC; Pump Flow - 1.4 GPM; Pump Pressure - 60 psi; Fluid Strainer - 80-mesh; Nozzle Filtration - 100-mesh	XX		
<b>Cab</b>	Enclosed R.O.P.S. (Rollover Protection Structure) Cab; Sound suppression - maximum 95 DBA interior; Flooring - insulated rubber flooring, rubber boots around all protrusions; Right and left full-view doors with tinted safety glass, door handles with keyed locks; Left and right side assist grab handles;	XX		



	Pressurizing blower, 100% filtered pressurization, three speed fan with 18,000 BTU/HR air conditioning; 28,600 BTU/HR heater; All windows tinted safety glass, Front windshield wiper, Full suspension type, adjustable vertically, seat with seat belt; Tool bin under seat.			
<b>Instruments and Gauges</b>	Voltmeter; Fuel Gauge; Oil Pressure Gauge; Water Temperature Gauge; Tachometer; Warning System with visual lights and alarm to alert operator of high engine coolant, low engine oil pressure. Hydraulic level gauge on tank.	XX		
<b>Warranty</b>	1 year full warranty on all parts and service.	XX		
<b>Paint</b>	Standard Highway Safety Yellow	XX		
<b>Options</b>	Cable operated driveline disconnect for towing; Halogen head lamps/work lamps; LED tail lights; West Coast style mirrors; Convex inside mirror; Spare tire and wheel; Window Washers; Window Defroster; Tow bar; Tilt and telescoping steering column; Turbo 2 pre-cleaner; Fire extinguisher; Engine shut-down switch gauge package.	XX		
<b>Weights</b>	Broom weight (Dry) = 6,420 lbs.; Broom with fuel & hydraulics = 6,944 lbs.; Broom with fuel, hydraulics and water = 8,189 lbs. Water @ 150 gallons (8.3 lbs/gal) = 1,245 lbs; Diesel @ 32 gallons (7.1 lbs/gal) = 227 lbs; Hydraulics @ 38 gallons (7.8 lbs/gal) = 296 lbs.	XX		
<b>Registration and Licensing</b>	<ul style="list-style-type: none"> <li>The successful bidder shall register vehicle with exempt license at the time the vehicle/equipment is delivered. Equipment delivery, registration, and invoice shall be delivered to Morgan Shop, 1716 Morgan Road, Modesto, CA 95358.</li> </ul>	XX		
<b>Technical Information</b>	<ul style="list-style-type: none"> <li>The successful bidder shall supply (1) set of operator's manuals, service manuals, parts books, wiring diagrams and applicable technical information for each machine purchased. Manuals shall be in possession of the County before delivery will be considered complete.</li> </ul>	XX		
<b>Legal Requirements</b>	<ul style="list-style-type: none"> <li>Unit shall comply with the State of California vehicle code and all other laws, rules and regulations pertaining to the operation of vehicles within this state.</li> </ul>	XX		

**FORM OF BID**

**STANISLAUS COUNTY GSA PURCHASING DIVISION  
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

(Come back to Form of Bid section to complete Pricing form)

Item	Description	Qty.	Sales Tax	Sub-Total
1.	New Mighty Sweep MS2003KO Self-Propelled Broom (underbody) or equivalent	1	\$	\$ 60,940.79
	<b>TOTAL:</b>			<b>\$60,940.79</b>

All pricing shall remain valid for 120 days after the date of response noted above on page 1.

**F.O.B. - Destination**

**Prompt Payment Discount**

Cash discount of 0 % for payment within 30 calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

**Payment and Invoicing**

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

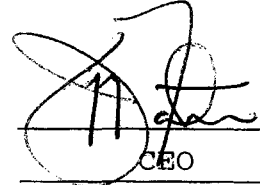
The undersigned bidder has examined all of the documents and specifications.

DATE: 08/21/2009

CONTRACTOR'S SIGNATURE:

TITLE:

COMPANY NAME:

  
\_\_\_\_\_  
CEO

GEFFS MANUFACTURING, INC

**DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID**

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

### **No Bid is in legal form unless in full compliance with the following instructions.**

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division  
1010 Tenth Street, Suite 5400  
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
  - a) Bidder's Security  
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
  - b) Performance Bonds  
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
  - c) Payment Bonds  
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
  - a) Return entire Bid package completed and signed.
  - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
  - (a) Include the name, address, and business telephone number of the protestor;
  - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
  - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
  - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
  3. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.
12. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

**SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.**

## ADDITIONAL TERMS AND CONDITIONS

### A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

### B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division  
1010 Tenth Street, Suite 5400  
Modesto, CA 95354  
Attn: Cathy Blair  
(209) 525-6319  
Fax: (209) 525-7787  
Email: [blairc@stancounty.com](mailto:blairc@stancounty.com)

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

### C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

### D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

### E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

### F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

**G. Local Vendor Preference**

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid



SAMPLE

GSA PURCHASING AGENT
1010 Tenth Street, Suite 5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and \_\_\_\_\_ ("Contractor") on \_\_\_\_\_.

Recitals

WHEREAS, the County has a need for services involving \_\_\_\_\_; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A and Exhibit B.

2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.



2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- 6.1.2. Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 6.1.3. Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- 6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance

policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required

by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
GSA Purchasing Division

Attention: \_\_\_\_\_  
1010 10<sup>th</sup> Street, Room 5400  
Modesto, CA 95354

To Contractor: \_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b> GSA Purchasing Division</p> <p>By: _____ Julie A. Mefferd Director / Purchasing Agent</p> <p style="text-align: center;">"County"</p>	<p><b>CONTRACTORS NAME</b></p> <p>By: _____ Name Title</p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS TO CONTENT: Department of _____</p> <p>By: _____ Name Title</p>	
<p>APPROVED AS TO FORM: Michael H. Krausnick County Counsel</p> <p>By: _____ Name Deputy County Counsel</p>	

**EXHIBIT A**

**A. SCOPE OF WORK**

The Contractor shall provide services under this Agreement as follows:

**B. COMPENSATION**

The Contractor shall be compensated for the services provided under this Agreement as follows:

**<Select either the time & materials compensation paragraph or the subsequent lump compensation paragraphs, including the retention paragraph at the end.>**

***Time & Materials Paragraph***

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors, multiplied by the current Schedule of Rates - Exhibit B attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates - Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

OR

***Lump sum Paragraphs***

2. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibit B attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates - Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

3. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks.

**C. LIMIT OF EXPENDITURE**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \_\_\_\_\_, including, without limitation, the cost of any subcontractors, consultants, experts or

investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

**D. INVOICE REMIT TO:**

The remit to address is:  
Stanislaus County  
Department of \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. REPRESENTATIVES**

The County's Project Manager is \_\_\_\_\_, ( ) \_\_\_\_\_. The Contractor's representatives is \_\_\_\_\_, ( ) \_\_\_\_\_.

**F. PROTECTION OF EXISTING FACILITIES**

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

**G. SAFETY REQUIREMENTS**

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

**H. AGREEMENT PERIOD**

This shall be effective from \_\_\_\_\_ or date of award; whichever is later, through \_\_\_\_\_.

**I. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.



**EXHIBIT B**  
**PRICE SCHEDULE**

**PRICE SCHEDULE:**

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below.

The pricing for the initial Contract term and any renewable term is identified in the price schedule below: