

**AGREEMENT FOR
CONTRACTOR SERVICES
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19**

THIS AGREEMENT for construction services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A.1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.3.

2. TERM.

The term of this Agreement shall become effective upon the execution of the contract between the "CONTRACTOR" and "the COUNTY", and shall continue to be in force and effect for a period as described in Attachment "C" Provision C.3, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The COUNTY'S Resident Engineer, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. The CONTRACTOR'S Resident Engineer is the authorized designated representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services/Special Provisions
- Attachment B - Payment
- Attachment C - Additional Provisions/Bid Proposal
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Site Map and Location

9. TERMINATION.

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2010.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

Doug McCoy,
Purchasing Agent

(Signature)

(Print Name)

(Title)

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL

ATTACHMENT A
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – SPECIAL PROVISIONS

A.1 SPECIFICATIONS AND PLANS.

The work embraced herein shall be done in accordance with the the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated May 2006, the County of Yuba Improvement Standards dated February 1995, and Yuba County Standard Plans dated September 2009, insofar as the same may apply, and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

A.2 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Description of work: Rip existing chip seal, place and compact AB, grade roadway, clear and grub, and grade shoulders and ditches, and install double chip seal on AB and existing chip sealed road.

(See Attachment F – Site Map & Location).

A.2.1. Grade & Compact Roadway and Grade Ditches:

The following grading work area is located within existing damaged chip sealed roadway and shall consist of the following: Ripping and blading the existing (chip seal/AB) materials to a minimum depth of 4-inches, chip seal that is ripped/broken shall not be larger than 2-inches and shall be thoroughly mixed with existing road material (add moisture as necessary) and add class 2 AB angular rock as necessary, grade and compact roadway, clear and grub, and grade shoulders and the roadside ditches to facilitate proper drainage throughout the entire project site, dispose of all unsuitable and excess materials, as directed by the Engineer, per the special provisions:

Creek Way – (Co. Rd. No. 2554)

Station	To	Station	Approx. LF	Approx. Width	Remarks
25+50		33+00	750	18	(E) Chip Seal in poor condition
33+00		52+50	1,950	18	(E) Chip Seal in good condition - clear & grub, and grade shoulders and ditches

Ditches shall accommodate all runoff from the newly graded road, existing chip seal and existing upstream drainage. Ditches shall have side slopes at 3 feet horizontal to 1 foot vertical, or as determined by the Engineer. Linear Footage (LF) for shoulders and ditches shall be

measured from center line of roadway consisting of both sides of roadway (shoulders and ditches) total of 2,700 LF. Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications. Removed weeds, grass and debris shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Chip Seal in poor condition and AB shall be ripped a minimum depth of four (4) inches and broken into small chunks prior to any material being added and mixed. A minimum of six (6) inches of uncompacted, loose material is needed for compaction and this will require the existing roadway to be ripped/bladed. Existing aggregate and chip seal material shall be thoroughly mixed with existing roadway material and/or new aggregate base prior to the compaction as directed by the Engineer.

Vegetation shall be removed from ditches prior to grading. Finished grade shall be graded to three (3) percent cross slope from center line crown. Finish blade work shall be smooth to allow proper drainage and shall be clear of any rock larger than two (2) inches in size. Grading of road and ditches shall conform to the provisions in Section 19, "Earthwork," and Section 22, "Finishing Roadway," of the Standard Specifications.

During the grading operation water shall be introduced into the material as needed to limit dust and obtain optimum moisture content. This shall be achieved by applying (as needed) a small amount prior to any grading, then once the material has been cleared from the roadside ditches and the road bed has been ripped/bladed material shall be wind rowed and moisture applied. Additional moisture may need to be applied as the A.B. is mixed with the existing material.

Compaction shall be performed with a steel drum roller weighing not less than eight (8) tons to form a smooth, compacted surface. The roller shall make at least five (5) passes at no more than three (3) mph, or as determined by the Engineer. Compaction shall be verified by proof roll and contractor shall provide grader and operator for proof roll. If determined by the Engineer that areas are not stable additional compaction may be necessary.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in grading roadway and ditches as complete, including ripping chip seal, depositing, and blading the imported material, grading shoulders to provide proper drainage, and additional compaction as required, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per lineal feet for grade and compact roadway and grade ditches and no separate payment will be made therefore.

A.2.2. Aggregate Base:

Aggregate Base shall be an angular imported material conforming to the requirements for the 3/4" maximum grading for angular Class 2 aggregate base specified in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications. If determined by Engineer that there is lack of moisture in aggregate base and/or native material, watering may be necessary. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

A product material submittal required for review to demonstrate compliance with requirements.

The contract price paid per ton for aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing aggregate base in roadway, including depositing, and blading the imported material, and moisture conditioning aggregate base and/or native material as necessary, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per ton for aggregate base and no separate payment will be made therefore.

A.2.3. Double Chip Seal:

The following Double Chip Seal work areas are located within existing roadway and shall consist of two applications of a binder and screening materials as directed by the Engineer, per the special provision:

Creek Way – (Co. Rd. No. 2554)

Station	To	Station	Approx. LF	Approx. Width	Remarks
25+50		33+00	750	18	Double Chip Seal over AB
33+00		52+50	1,950	18	Double Chip Seal over existing Chip Seal

Double Chip Seal shall conform to Section 37-1, Standard Specifications.

Atmospheric temperature must be above 65 degrees F and the pavement temperature must be above 80 degrees F.

Surface Preparation shall consist of immediately before applying the asphaltic emulsion, the surface to be sealed shall be clean and dry. Cleaning shall be performed by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material. When seal coats are to be applied to an untreated material such as new asphalt repairs, or aggregate base/native soil, a prime coat SC 70 shall be applied, conforming to Section 93 of the Standard Specifications, liquid asphalt, to the material in place at a rate of from 0.20-gallon to 0.33-gallon per square yard or as determined by the Engineer.

Bituminous Binder shall be RS2 or CRS2 asphaltic emulsion, conforming to Section 94, Standard Specifications.

Distributor trucks shall be equipped as follows:

1. Tachometer to correlate forward speed with spray-bar width.
2. A tank gallonage gauge chart for checking the amount of binder used.
3. Temperature and pressure gauges so operator is aware of application conditions at all times.
4. A positive displacement pump which has enough clearance between the rotors to permit easy pumping of the binder.
5. Quick shut-off valves to give clean, sharp transverse joints.
6. A full circulating spray-bar to maintain even pressure at each nozzle across the entire length of spray-bar.
7. Spray-bar adjustable to proper height for best fan overlay.
8. Hand sprayer for small areas.

Bituminous binder shall be spread at a rate between 0.20 and 0.35 gallons per square yard as directed by the Engineer. Asphaltic emulsion shall be applied at a temperature between 110 degrees F and 185 degrees F. Asphaltic emulsions shall not be permitted to cool to a temperature of less than 40 degrees F. Binder shall not be spread a greater distance than can be immediately covered by screenings.

The first screenings to be applied shall be Coarse 1/2 x No. 4 and the second shall be Medium fine 5/16 x No. 8, conforming to Section 37-1.02, Standard Specifications.

The Screening spreader may be one of the following, provided the screenings are spread at a uniform rate over the full width of one (1) lane in one (1) application:

1. Self-propelled.
2. Wheel-mounted spreader hooked to a truck and pushed backward.
3. Tailgate spreader.

Compaction shall be performed by a minimum of two self-propelled pneumatic-tired, tandem-axle five (5) to ten (10) tons rollers, conforming to Section 39-5.02 of the Standard Specifications. The initial rolling shall consist of one (1) complete coverage and shall begin immediately behind the spreader. Asphaltic emulsion and screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations. Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the screenings and in no case shall be less than two (2) complete coverage's. If determined by the Engineer that areas are not stable additional compaction may be necessary.

The surface of the seal coat shall be broomed as often as necessary during the four (4) calendar day maintenance period to maintain the surface free of loose screenings. At the end of the four (4) consecutive calendar day maintenance period, any excess screenings shall be removed from paved areas. Brooming of seal coat surfaces shall be performed in such a manner that the screenings set in the asphaltic emulsion will not be displaced. The exact time of brooming will be determined by the Engineer.

A product material submittal required for review to demonstrate compliance with requirements.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the Double Chip Seal including applying prime coat, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per square foot for Double Chip Seal and no separate payment will be made therefore.

A.2.4. Watering:

If determined by Engineer that there is lack of moisture in recycled aggregate base and/or native material, watering may be necessary. Water may be required to be made available for possible fire suppression during the project. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications. Contractor shall be fully responsible for securing a water source for the contract work.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.5. Safety and Traffic Control:

Safety and traffic control shall conform to the provisions in Section 7-1.06, "Safety and Health Provisions," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications. Construction safety warning signage shall be posted during all phases of the construction. A minimum of one smooth and safe traffic lane, not less than 10 feet wide shall be open for use by public traffic at all times. Contractor shall provide safe and clear access to all driveways.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.6. Preservation of Property:

The preservation of property and existing facilities shall conform to the provisions in Section 7-1.11, "Preservation of Property," and Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications. This shall include pole lines, fences, signs markers, monuments, conduits, pipelines, mailboxes, culverts etc., within and adjacent to the roadway shall be protected.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.7. Submittals:

The Contractor shall provide product submittals which apply to the project and any work performed pursuant to the contract. Submittals shall consist of minimum copies of the following:

1. Lab testing data documentation.
2. A minimum of a one quart size sealable sample container for each of the materials (i.e. Aggregate Base, Screening, etc.).

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.8. Environmental Control:

Attention is directed to Section 7-1.01F, G, H and I of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances and statues which apply to the project and any work performed pursuant to the contract. All waste materials removed shall be hauled away and disposed of at proper disposal sites by the Contractor.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.8. Inspection:

Inspections shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications. The County shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications, the special provisions and the plans. All work done and all materials furnished shall be subject to the County's inspection. All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work.

A.2.9. Acceptance:

When all work has been completed the County will create a punch list for any defects, incomplete work, or work not meeting the Standards. Once the punch list items and all work have been completed the project shall be accepted by the County. All invoices/tags/back-up documents shall be provided by the Contractor prior to final payment. Final Pay Estimate shall be signed by the County and the Contractor before payment will be processed.

A.2.10. Pre Bid:

A Pre-Bid meeting will be held on site to review existing site conditions and answer questions. It is recommended that a representative for each bidder attend this meeting.

A.3. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

A.6. PREVAILING WAGE.

CONTRACTOR and any subcontractors under the contractor shall be responsible for compliance with the provisions in Section 7-1.0, "Legal Relations and Responsibility," of the Standard Specifications.

ATTACHMENT B
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee not to exceed _____ (\$ _____);
CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed _____ (\$ _____) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS.

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED.

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – BID PROPOSAL

Business Name _____ Date _____

Address _____ Phone No. _____

E-mail _____ Fax No. _____

Sealed Proposal submitted to:	BID CLOSING ON:
Yuba County Office of the County Clerk	Friday, September 10, 2010 at 2:00 pm
915 8 th St. – Suite 107	
Marysville, California 95901	

Description of work: Rip existing chip seal, place and compact AB, grade roadway, clear and grub, and grade shoulders and ditches, and install double chip seal on AB and existing chip sealed road. (See Attachment F – Site Map & Location)

Item	Description	Unit	Quantity	Cost Per Unit	Total Cost
1	Rip, Mix, Compact and Grade Roadway	LF	750	\$.	\$.
2	Clear & Grub, and Grade Shoulders & Roadside Ditches	LF	2,700	\$.	\$.
3	3/4-inch Angular Class II Aggregate Base	TON	500	\$.	\$.
4	Double Chip Seal over AB	SF	13,500	\$.	\$.
5	Double Chip Seal over Chip	SF	35,100	\$.	\$.

TOTAL \$ _____

- C.1. All work to be done in compliance with Yuba County Standards, Caltrans Specifications and as directed by the Public Works Director, or his representative.
- C.2. Contractor shall contact all utility companies for verification of the locations of all underground facilities. Call Underground Service Alert (USA) 2 days prior to any excavation.
- C.3. Working days begin 15 calendar days after Notice to Proceed. Said work shall be diligently prosecuted to completion before the expiration of **10 working days**.
- C.4. Proof of insurance (See Attachment E).
- C.5.

Contractor is aware that prevailing wages must be paid to his employees for this project.

Signature of Contractor _____ Date _____ License No.: _____

Print Name & Title _____

ATTACHMENT D
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS.

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 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.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC.

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

D.3 TIME.

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY.

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT.

Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED.

CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL.

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person

immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE.

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST.

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES.

CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION.

Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for

lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION.

Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION.

All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER.

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS.

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS.

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS.

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION.

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS.

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW.

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST.

Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Attn: _____

ATTACHMENT E
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE.

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000.00 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000.00 | Per accident for bodily injury and property damage. |
| 3. Workers’ Compensation: | As required by the State of California. | |
| 4. Employer’s Liability: | \$1,000,000.00 | Each accident, \$1,000,000.00 policy limit bodily injury by disease, \$1,000,000.00 each employee bodily injury by disease. |

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONTRACTOR insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 WAIVER OF SUBROGATION.

CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. VERIFICATION OF COVERAGE.

CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.5 SUB-CONTRACTORS.

CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F
CONTRACT NO. 2010 / 1901
COUNTY SERVICE AREA NO. 19 – SITE MAP AND LOCATION

