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**Request for Proposal (RFP)**  
**FOR**  
***Nexus Study for Waste Import Mitigation Fee***



**San Benito County**  
**Resource Management Agency**  
**Integrated Waste Management**  
**2301 Technology Parkway**  
**Hollister, CA 95023**

**Proposals Due: Friday, December 19, 2016 3:00PM**

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## **SECTION 1: INVITATION**

### **1.1 Summary of Request for Proposal (RFP) Scope of Services**

The County of San Benito (County) is seeking the services of a qualified consultant (Consultant) to complete a Nexus Study for a Waste Import Mitigation Fee. The Waste Import Mitigation Fee would be placed on solid waste tons that originate from outside San Benito County boundaries (out of county) and disposed at the County-owned John Smith Landfill (Landfill). The out of county tonnage into the Landfill has dramatically increased and currently accounts for 80% of the tonnage into the Landfill. As a result of this increased tonnage there have been many negative impacts on the San Benito County community. The Scope of Work for the Nexus Study will include an examination of the negative impacts and related costs on the San Benito County community that result from the out of county waste disposed at the Landfill. Such impacts may include, but are not limited to: reduced landfill capacity for San Benito County residents and businesses, significant wear and deterioration of county roads (used to /from Landfill) resulting from significant increase of heavy vehicles hauling waste from out of county sources, increased traffic congestion and impacts on public safety, increased greenhouse gas emissions, impacts on the surrounding community and other impacts on the community. The Consultant will analyze and quantify these impacts and provide recommendations as to the appropriate Waste Import Mitigation Fee to be placed on out of county tons on a per ton basis. The Consultant will provide defensible supporting documentation and calculations to support the recommendation, and ensure the study complies with all legal requirements including Proposition 26 and other legal issues. The Consultant will present the Study's finding to County staff/consultants, special legal counsel, the County's Board of Supervisors and the County's Ad Hoc Committee.

### **1.2 Background**

San Benito County ([www.cosb.us](http://www.cosb.us)) is located in the Central Coast Region and is contiguous with the counties of Santa Clara, Santa Cruz, Monterey, Fresno and Merced. San Benito County has a population of approximately 56,000 and has a land area of 1,396 square miles. Major transportation routes bisecting the County include Highways 101, 129, 156 and 25. The County has a Resource Management Agency whose director manages compliance with the landfill operating agreement and regularly meets with the contracted landfill operator, Waste Connections, Inc. The County owns the Class III Landfill located at 2733 John Smith Road in Hollister. The Landfill has Solid Waste Facility Permit #35-AA-0001 and is permitted for 1000 tons per day. In 2015, 284,400 tons were disposed at the Landfill and 80% of the tonnage disposed at the Landfill originated from out of county.

### **1.3 RFP Objective**

The County is concerned about the significant increase of tonnage originating from outside of San Benito County and deposited at the Landfill that is causing significant adverse impacts that include the loss of local landfill capacity (that otherwise would be available to San Benito County resident and businesses), significant impacts on county roads due to the heavy and increased traffic of solid waste vehicles (e.g. transfer trailers with over 20 tons), traffic congestion, public safety issues, increased greenhouse gas emissions and the need to mitigate these emissions to

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meet state mandates (AB 32 and SB 32), and other impacts on the community from the increased tonnage. The Solid Waste Facility Permit #35-AA-0001 was modified to increase tonnage from 500 tons per day to 1000 tons per day. The 2012 landfill expansion involved approval of a Mitigated Negative Declaration and amending the San Benito County General Plan Land Use Map by the County Board of Supervisors on September 6, 2012.

The San Benito County Resource Management Agency (RMA) staff has responsibility for oversight and monitoring of landfill compliance, waste management/waste reduction, household hazardous waste, and compliance with waste reduction/solid waste related mandates such as AB 939, SB 1016, AB 341, AB 32, and AB 1594. RMA staff will be made available to provide information as requested by the selected consultant. The County has an Ad Hoc Committee comprised of two Board of Supervisors members, County management staff, RMA staff and other parties to review landfill related issues. Data that includes landfill tonnage, revenue, fees and related documents will be made available for Consultant use.

#### **1.4 Scope of Services**

The Consultant is to complete the following services:

- A. Complete a comprehensive Nexus Study for a Waste Import Mitigation Fee and determine the following:
  - I. Impacts and costs due to the lost local landfill capacity for San Benito County residents and businesses resulting from the out-of-county tonnage disposed at the Landfill.
  - II. Impacts and costs on county roads due to the out of county landfill-bound vehicles (e.g. transfer trailer trucks) and other related out of county landfill bound vehicles.
  - III. Impacts and costs due to the increased greenhouse gas emissions and the need to mitigate these emissions to meet state mandates (AB 32 and SB 32).
  - IV. Impacts and costs of any other impacts on the community from the increased tonnage.
  - V. Impacts and costs for San Benito County staff to monitor compliance associated with the assessment of the WIMF on out of county tons.
  - VI. Any other impacts that should be included in the fee study.
- B. Complete a draft and final comprehensive and defensible Nexus Study with all associated calculations.
- C. Ensure the study will result in a fee that complies with all legal requirements applicable to fees including nexus requirements, Proposition 26, Proposition 218, and the Integrated Waste Management Act. Note the fee would not have any impacts on interstate commerce.
- D. Recommend the appropriate amount for the WIMF to be placed on out of county waste on a per ton basis based on the study findings.
- E. Present the Initial Study Draft to County staff/consultants and County's special legal counsel and incorporate comments.

- F. Present the Study to the Ad Hoc Committee and incorporate comments received from the Ad Hoc Committee into the Final Fee Study.
- G. Present the Final Study to the Board of Supervisors for consideration.
- H. In addition to the presentations described above, participate in up to six (6) conference calls and or attend meetings with County staff and County special legal counsel as requested.

Proposal submittal shall include:

- I. Cover letter
- II. Detailed profiles of the staff that will complete the work in the RFP, including resumes
- III. Detailed approach to completing each of the tasks in the Scope of Services
- IV. At least three (3) references
- V. Other information the Proposer deems is appropriate for the County staff/consultants to assess experience, skills and capabilities
- VI. Costs of completing the scope of services by task with detail of staff completing the tasks with associated hours.
- VII. Complete a description of the qualifications and experience with regard to performing similar projects/programs. Proposers should concisely and thoroughly explain relevant professional and technical background and provide details of related experience.

### 1.5 RFP Process Schedule

The following is the anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

<b>Activity</b>	<b>Date</b>
<b>Release and Notice RFP</b>	<b>November 4, 2016</b>
<b>Deadline to Submit Questions to County</b>	<b>November 14, 2016, 4:45 PM</b>
<b>Deadline for County to Respond to Questions</b>	<b>November 21, 2016, 5:00PM</b>
<b>Deadline for all Submittals</b>	<b>December 19, 2016, 3:00 PM</b>
<b>Review of Proposals</b>	<b>December /January 2016</b>
<b>Ad Hoc Committee review proposals</b>	<b>January 2017</b>
<b>Interviews of Consultants (optional)</b>	<b>January 2017</b>
<b>Board of Supervisor's Award of Agreement</b>	<b>January 2017</b>

### 1.6 Submittal of Proposals

Proposers shall submit the Proposal and the required forms detailed in Section 1.4 of this RFP and are signed by the authorized officer of Respondent. Respondent should submit three (3) double-sided hard copies of the Proposal and an electronic copy. All proposals shall be printed on recycled-content paper. Elaborate notebooks and other bindings are discouraged. All costs of preparation of the proposal are the sole responsibility of the Proposers. All materials submitted become the property of the County. Email Proposals to Brent Barnes, RMA Director at [bbarnes@cosb.us](mailto:bbarnes@cosb.us) with a copy to Kathleen Gallagher at [kathleeng@csgengr.com](mailto:kathleeng@csgengr.com)

Send hard copy Proposals to:

County of San Benito

Attn: Brent Barnes, RMA Director

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2301 Technology Parkway  
Hollister, CA 95023

**Proposals must be received no later than December 19, 2016 3:00pm**

**1.7 Point of Contact**

All questions regarding this RFP are to be directed in writing to Kathleen Gallagher – Integrated Waste Management Director (Acting) [kathleeng@csgengr.com](mailto:kathleeng@csgengr.com). All questions and responses may be made available to the public. No other contact with County staff or contract personnel is permitted. Unauthorized contact may be grounds for disqualification.

**1.8 Proposal Evaluation Criteria**

Responsive Proposals will be evaluated and the selected Proposal will be chosen based on the Proposal that offers the County the greatest value based on analysis involving several criteria.

Evaluation criteria may include, but is not necessarily limited to the following:

- Capacity of the Proposer to perform the required services
- Qualifications of assigned staff, particularly the project manager
- Quality and responsiveness of the Proposal offered
- Project schedule
- Overall costs to the County
- Compliance with the RFP terms and conditions

County staff and their designees will evaluate and select the Proposal that best meets the needs of the County and is the best qualified. Staff will review and screen the Proposals for responsiveness and completeness to the RFP Scope of Services. Top ranking Proposers may be asked to prepare an oral presentation for an interview. Staff will rank the Proposers based on the oral interview (if applicable), the Proposal responsiveness and completeness, experience and qualifications of the proposed project manager, reference checks, and the capacity of the Proposer to perform the required services. Proposers will be informed of which Proposal is ranked the highest; no other information will be provided. The selected Proposer's agreement will be presented to the County Board of Supervisors for approval. If an agreement is not reached with the highest ranking Proposer, the County reserves the right to enter an agreement with another Proposer. Award of the Agreement is contingent upon the funding availability and the Board of Supervisors approval.

**1.9 County's Reservation of Rights**

The County reserves the right to do the following:

- Reject any or all Proposals deemed by the County to be non-responsive, unreliable or unqualified.
- Suspend or terminate the RFP process and or request new proposals.
- Waive or correct any minor or inadvertent technical error in the RFP procedure.
- Extend deadlines by issuing an Addendum.
- Disqualify any Proposer based on any real or perceived conflict of interest.

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### **1.10 Execution of Agreement**

The awarded Proposer will be required to sign the County's standard services agreement attached to this RFP and shall constitute concurrence with the terms and conditions set forth in the agreement.

## **SECTION 2 STANDARD TERMS AND CONDITIONS**

The contractor will be expected to sign the County's standard services contract, attached to this RFP, with other terms and conditions specified in this RFP incorporated therein. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in the County's standard services contract and in this RFP. In addition to the terms and conditions set forth the following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

### **2.1 Term of Contract**

The term of this contract shall be for twelve, (12) months or less.

### **2.2 Changes**

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the San Benito County in advance of any additional work.

### **2.3 License and Permits**

Contractor's employees shall possess all licenses, registrations and permits required by the County of San Benito, and State of California. The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local law.

### **2.4 Compliance with Laws**

Contractor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

### **2.5 Termination**

The County reserves the right to terminate the contract, in whole or in part, at any time, with or without cause, without penalty. County shall give Contractor Thirty (30) days' written notification prior to the effective date of termination. The Contractor may terminate this agreement with a Thirty (30) days written notification stating the reason for cancellation and mailed to Brent Barnes, Director, Resource Management Agency, and 2301 Technology Parkway, Hollister, CA 95023. The County reserves the right to hire more than one Contractor to complete the scope of work.

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## **2.6 Assignment**

Contractor shall not assign the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require.

## **2.7 Inclusion of Documents**

This RFP, all addenda, and the Proposal submitted in response to this RFP will be required to be incorporated as part of any final Contract.

## **2.8 Payment Terms**

Invoices are to be sent to the individual department contact and will be processed upon receipt for payment.

## **2.9 Price Guarantee**

The County expects the cost to remain the same during the length of the contract. Changes in the scope of services or payment terms require an amendment of this contract.

## **2.10 Invoicing**

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- County Contract or Purchase Order Number
- Service location
- Time and date of service
- A summary of work performed in the invoiced period
- Signature of Department Contact, or designee

## **2.11 Price Decline**

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then the Contractor shall immediately extend those same lower prices to the County.

## **2.12 Force Majeure**

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

## **2.13 Severability**

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the

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remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

#### **2.14 Controlling Law**

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

#### **2.15 Amendment**

Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.

#### **2.16 Indemnity and Insurance Requirements**

Certificates of Insurance for Liability, Automobile, and Worker's Compensation insurance must be provided to the County of San Benito before the contract is signed and must remain in effect throughout the entire term of the contract. The County reserves the right to withhold payments to Contractor or cancel the contract in the event of non-compliance with the insurance requirements set forth in the contract.

##### **Indemnity**

In conjunction with services performed, the prospective Contractor shall exonerate, indemnify, defend, and hold harmless County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the prospective Contractor's performance or failure to perform under the terms of the Contract. Such indemnification includes any damage to the person(s), or property (ies) of the prospective Contractor and third persons.
2. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the prospective Contractor's performance under the terms of the Contract, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
3. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to the prospective Contractor and the prospective Contractor's officers, employees and agents engaged in the performance of the

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Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

## **2.17 Default**

1. The County may, by a written Notice of Default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:
  - a. If the Contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this contract.
2. In the event the County terminates the contract in whole or in part, as provided in Paragraph (1), of this clause, the County may procure, upon such terms and in such manner as it may deem appropriate, supplies, services or work similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and/or negligence of the Contractor.

## **2.18 Equal Employment Opportunity**

During and in relation to the performance of this Agreement, Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
2. If this Agreement provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  - a. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition

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(cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the Contractor shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in Contractor's solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the County General Services Purchasing Division.

- b. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said Contractor may be declared ineligible for further agreements with the County.
- c. The Contractor shall cause the foregoing provisions of this Subparagraph 5.18(2) to be inserted in all subcontracts for any work covered under this Agreement by a sub-contractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **2.19 Non-assignment**

Contractor shall not assign the Agreement without the prior written consent of the County.

## **2.20 Retention and Audit of Records**

Contractor shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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### SECTION 3: OFFICIAL PROPOSAL FORM

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

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

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

Yes  No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_



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**EXHIBIT B—CUSTOMER REFERENCES**

List and submit with this Proposal four (4) customer references for whom you have furnished similar product or services.

1.   Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone No.: \_\_\_\_\_
  
2.   Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone No.: \_\_\_\_\_
  
3.   Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone No.: \_\_\_\_\_
  
4.   Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      \_\_\_\_\_  
      Contact Person: \_\_\_\_\_  
      Telephone No.: \_\_\_\_\_

**END OF EXHIBIT B**

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**EXHIBIT C—DESIGNATION OF SUBCONTRACTORS**

Respondent shall complete the form below for each Sub-Contractor. A Sub-Contractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no Sub-Contractors, please state "NONE".

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK
SIGNATURE BLOCK		
Respondent Signature: _____ Date: _____		
Respondent's Name & Title (Print): _____		

**END OF EXHIBIT C**

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**EXHIBIT D—NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, \_\_\_\_\_, am the

Name

\_\_\_\_\_ of \_\_\_\_\_,

Position/Title

Company

The party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**END OF EXHIBIT D**

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**EXHIBIT E—FEE SCHEDULE**

Provide Fee Schedule

**END OF EXHIBIT E**

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**EXHIBIT F—COUNTY STANDARD SERVICES CONTRACT TO BE EXECUTED BY  
THE COUNTY AND THE SUCCESSFUL RESPONDENT**

**C O N T R A C T**

The COUNTY OF SAN BENITO ("COUNTY") and \_\_\_\_\_  
("CONTRACTOR") enter into this contract which shall be effective on the date stated in  
Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on \_\_\_\_\_, and end on \_\_\_\_\_  
\_\_\_\_\_, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on  
Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to  
CONTRACTOR according to the terms specified in Attachment B. Attachment B is  
made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms  
and conditions mutually agreed to and listed in Attachment C. Attachment C is made a  
part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage  
consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$ \_\_\_\_\_
- (b) Professional liability insurance: \$ \_\_\_\_\_
- (c) Comprehensive motor vehicle liability insurance: \$ \_\_\_\_\_

**6. Termination.**

The number of days of advance written notice required for termination of this contract is  
\_\_\_\_\_.

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**7. Specific Terms and Conditions (check one)**

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

**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Hollister, California 95023

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Chair, San Benito County Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_

By: Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

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**ATTACHMENT A**  
Scope of Services

*{insert scope of services}*

*To be inserted after best qualified proposer has been selected.*

**END OF ATTACHMENT A**

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**ATTACHMENT B**  
Payment Schedule

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ \_\_\_\_\_

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

**END OF ATTACHMENT B**

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## ATTACHMENT C General Terms and Conditions

### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

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

### C-3. INSURANCE COVERAGE REQUIREMENTS.

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

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

