



City of Visalia  
Purchasing Division  
707 W. Acequia Avenue  
Visalia, CA 93291  
(559) 713-4334

**PURCHASE ORDER NO.**

This order number must show on  
all invoices, packing lists, etc.

C22007

Order Date: 09/01/21  
09/01/21

VENDOR ID: V03675

VENDOR: WILLIAM B OLIVER

PO BOX 44293

LEMON COVE, CA 93244

(Kaweah  
mnt.)

DELIVER TO: CITY OF VISALIA

TRANSIT CENTER

425 EAST OAK STREET SUITE 301

VISALIA, CA 93291

TELEPHONE #:

FAX #:

EMAIL:

MAIL TWO COPIES  
OF YOUR INVOICE TO:

CITY OF VISALIA FINANCE DEPT

P.O. BOX 5078

VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #	
Net 30	RFB-20-21-28	Victoria Carreira	R04178	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		CLEANING OF TRANSIT CENTER CONCRETE & PASSENGER WAITING AREAS AS OUTLINED IN ATTACHED CONTRACT AND RFB-20-21-28  YR 1 TERM: 10/01/2021- 09/31/2022 NOT TO EXCEED \$70,720.00 ANNUALLY   		

SUBTOTAL  
DISCOUNT  
TAX  
FREIGHT  
PO TOTAL

DO NOT ACCEPT THIS ORDER  
UNLESS SIGNED BELOW

*E. J. [Signature]*  
AUTHORIZED PURCHASING AGENT

9.1.21

DATE ISSUED

ACCOUNT NO.	AMOUNT
4551-55201/	0.00

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER  
OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

## TERMS AND CONDITIONS

1. **ACCEPTANCE:** This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. Any additions to, changes in, modification of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized agent of the City of Visalia.
2. **DELIVERY:** All prices reflect F.O.B., Visalia, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If vendor's deliveries fail to meet schedule, City of Visalia, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O.B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. shipments with no penalties to City.
3. **SUBSTITUTION:** All substitutions(s), partial deliveries and back order(s) require notification to and consent of City Purchasing Agent.
4. **PRICE:** If price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Purchasing Agent.
5. **STATE SALES TAX/FEDERAL EXCISE TAX:** City must pay State Sales Tax, unless resale number is stated at time of purchase. City is exempt from Federal Excise Tax - certificate will be furnished upon request.
6. **WARRANTY:** Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and be fit for the known purpose for which sold. The cost of returning goods found otherwise will be borne by the Vendor.
7. **PRICE WARRANTY:** In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges shall be added without express written consent of Purchasing Agent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
8. **INVOICES:** Invoices shall be submitted to the City of Visalia/Finance Department, PO Box 5078, Visalia, CA 93278. The Purchase Order Number must appear on all correspondence, i.e. invoices, packing slips, shipping containers, letters. Failure to state purchase order number shall delay payment.
9. **DISCOUNT:** Cash discount period will date from the receipt of Vendor's invoice by City Finance Department and NOT the date of the invoice.
10. **PACKING AND SHIPMENT:** All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.
11. **OSHA:** This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.
12. **NON-DISCRIMINATION:** The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) Prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, mental condition, marital status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. The City of Visalia is an affirmative action employer and City requires Vendors and Contractors to comply with applicable laws relating to equal employment.
13. **DRUG-FREE WORKPLACE CERTIFICATION:** The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).
14. **FORCED, CONVICT, INDENTURED AND CHILD LABOR:** In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the City pursuant to this contract are produced in whole or in part by or with the benefit of, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.
15. **TERMINATION:** City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to terminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Acceptance of part of the order shall not oblige City to accept later shipments and not affect its right to return goods already accepted.
16. **FORCE MAJEURE:** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
17. **INDEMNIFICATION:** Vendor, Vendor's employees, or persons under contract to Vendor in the performance of services on City property, or property under City's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the City. Vendor shall maintain and require its subcontractor to maintain (1) Public Liability and Property Damage Insurance including contractual liability (both general and vehicle) in amounts set forth in City policy, and (2) Workmen's Compensation Insurance. Vendor shall indemnify, protect, hold harmless and defend City and its employees from any and all claims or liability arising from this contract.
18. **WAIVER:** City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, condition, or privileges, whether the same or similar type.
19. **HOLD HARMLESS:** Contractor agrees to indemnify and hold the City and its officers, and agents, and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the Work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or omission of the Contractor, in connection with or incident to or arising out of the performance of this contract.
20. **DEFAULT:** In case of default by the Vendor of any of the conditions of this contract, the Vendor agrees the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
21. **ASSIGNMENT:** Assignment by the Vendor of contract or any part thereof, or of funds to be received hereunder, will not be binding upon the city unless such assignment has had prior written approval and consent of the City. Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.
22. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
23. **VENUE:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Tulare County, Visalia, California.
24. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist the contractor must submit to the Chief Financial Officer in writing requesting a resolution.
25. **PAYMENT:** Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance. Payment will be made in accordance with the provisions the California Prompt Payment Act, government code Section 927 et. seq. The Act requires the City to pay properly submitted, undisputed invoices within 45 days of receipt.
26. **SPECIAL CHARGES:** Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers and related matters unless City has assumed an express obligation therefore by notation on the reverse side hereof.
27. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.



**CLEANING OF TRANSIT CENTER CONCRETE & PASSENGER WAITING AREAS**  
**(City of Visalia Bid No. 20-21-28)**

This Agreement, entered into and effective this 25<sup>th</sup> day of August, 2021 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Kaweah Maintenance hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

**RECITALS**

**WHEREAS**, CONTRACTOR is a/an individual (insert individual or entity type) with a primary business address of 24414 Pogue Avenue - Lemon Cove, CA93244 and SSN or EIN: 85-4167681; and

**WHEREAS**, CITY is a municipal corporation and Charter Law City; and

**WHEREAS**, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Annual Project; and

**WHEREAS**, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONTRACTOR agree as follows:

1. **TERM:**

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. **ATTACHMENTS INCORPORATED:**

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 20-21-28, Transit Center Concrete Cleaning
Attachment 4	CONTRACTOR's bid in response to Bid No. 20-21-28

3. **CONTRACTOR SCOPE OF SERVICES and COMMITMENTS:**

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 20-21-28.

4. **CITY COMMITMENTS:**

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor



5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

<b>Total Compensation:</b>	Not to exceed \$70,720.00/annually
<b>Source of Funds:</b>	Local Revenues
<b>Payment Schedule:</b>	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement as specified in the General Conditions of RFB 20-21-28.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

**CONTRACTOR**

Dated: 8/9/21

By: William B. Oliver  
Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

**CITY OF VISALIA**

Dated: 8/25/21

By: Justin B. Langley  
Acting City Manager

Dated: 8-19-21

By: [Signature]  
City Attorney

Dated: 8/18/21

By: [Signature]  
City of Visalia Risk Manager

Dated: 8/18/21

By: Angelina Syer  
City of Visalia Project Manager





**Attachment 1**  
**GENERAL CONTRACT PROVISIONS**

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:
- |   |   |
|---|---|
| CITY OF VISALIA<br>707 W. Acequia Ave.<br>Visalia, CA 93291<br>Attention: City Clerk/Purchasing | KAWEAH MAINTENANCE<br>PO BOX 44293<br>Lemon Cove, CA 93244<br>Attention: William Oliver |
|---|---|
- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.





- J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- K. **Firearms Prohibited**: Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.



## Attachment 2

### INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. **Subcontractor(s)' Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
  - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
  - b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
    - (1) bodily injury
    - (2) personal injury
    - (3) broad form property damage
    - (4) contractual liability
    - (5) cross-liability
    - (6) products and completed operations liability
4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:





- a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
  - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
  - c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291
6. **Proof of Coverage.**
- CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia  
707 W. Acequia  
Visalia, CA 93291  
Attn: Purchasing Division



Bidding Agency: WILLIAM OLIVER  
dba: KAWAOKA MAINTENANCE

**EXHIBIT "A"**  
**BID FORM**

**RFB NO. 20-21-28**

**PROJECT: TRANSIT CENTER CONCRETE CLEANING**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 20-21-28 dated: 6/1/21, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

Bid Award shall be based on the Lowest Total Bid Amount. The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

*In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.*

Award shall be based on Lowest Total Bid Amount. Compensation under this contract will be based on actual quantities of work completed.

Item #	Description: Transit Center Concrete Cleaning as specified in RFB-20-21-28	Unit Cost (cost per service)	Number of Annual Services	Annual Cost
1	<b>PASSENGER AREAS:</b> Hot Water Steam Pressure Cleaning (every Sunday)	\$ <u>680</u>	52	\$ <u>35,360</u>
2	<b>BUS LANES:</b> Hot Water Steam Pressure Cleaning (every other Thursday)	\$ <u>680</u>	26	\$ <u>17,680</u>
3	<b>BUS LANES:</b> Surface Scrubbing with Hydro Twister or equivalent machine (every other Thursday)	\$ <u>680</u>	26	\$ <u>17,680</u>
<b>TOTAL BID AMOUNT</b> (Total Annual Cost)				\$ <u>70,720</u>

- (1) WILLIAM B. OLIVER  
Bidding Firm
- (2) an individual dba KAWEAH MAINTENANCE  
Corporation, Partner, Joint Venture
- (3) PO Box 44293 Lemon Cove, CA 93244  
Business Address City State Zip Code
- (559) 452-9324  
Telephone Number Fax Number
- Kawahmaintenance@gmail.com  
E-mail Address
- (4) William B. Oliver 6/1/21  
Signature of Authorized Person (Date)
- WILLIAM B. OLIVER  
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

- (1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- (2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- (3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.



(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

#### CONTRACTOR'S PERMIT INFORMATION

License Classification: N/A  
Expiration Date: N/A

#### CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: (IN PROGRESS OF ACQUIRING)

A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City Tax Certificate prior to commencement of work, or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. All Contractors and Sub-Contractors must obtain a Business Tax Certificate prior to the start of this project. Contact the Business Tax Division for with questions at 559-713-4326.

Federal Tax I.D. No.: \_\_\_\_\_

#### REFERENCES

The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two years.

Company Name	Address	Tel. No.	Contact
1. US Army Corps of Engineers	LAKE KAWAIAH PO Box 44270 Lemoor, CA 93244	(559) 597-2301	Phil Deffenbaugh Park Manager
2. US Army Corps of Engineers	SUCCESS LAKE PO Box 1072 Patterson, CA 93258	(559) 784-0215	Charles Mauldin Park Manager
3. Three Rivers Historical Society + Museum	PO Box 102 Three Rivers, CA 93271	(559) 561-4085	Tom Marshall Board President

\* please see more references on attached papers.

#### DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Company Name	Address	Tel. No.	Type
Builders and Tradesmen's Insurance	6610 Sierra College Blvd, Ste F Becklin, CA 95677	(877) 649-6682	Worker's Comp
State Farm	5139 W. Goshen Ave. Visalia, CA 93291-8620	(559) 733-8000	Artisan + Service Contractor Policy General Liability, Auto Insurance

## EXHIBIT "B-1"

## NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
 ) ss  
 CITY OF VISALIA )

WILLIAM OLIVER, being first duly sworn, deposes and says that he or she is owner of Kawaah Maintenance the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, 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 Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: WILLIAM OLIVER dba Kawaah Maintenance  
 Business Address: PO Box 44293 Lemon Cove, CA 93244 or 24414 Pague Ave Lemon Cove CA 93244  
 Signature: William Oliver  
 Name of Signing Official: WILLIAM OLIVER  
 Title of Signing Official: owner  
 Date: 6/8/21

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

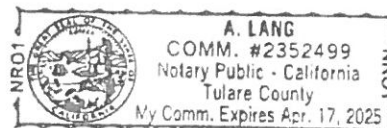
State of California Tulare  
 County of Tulare

On this 8 day of June 2021 before me, A. LANG, a Notary Public, personally appeared William Oliver, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Lang (Seal)



**EXHIBIT "B-2"****WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA     )  
                                      ) ss  
CITY OF VISALIA         )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: WILLIAM OLIVER dba Kawaii Maintenance

Business Address: P.O. Box 44293 Lemon Cove, CA 93244

Signature: William Oliver

Name of Signing Official: WILLIAM OLIVER

Title of Signing Official: owner

Date: 6/1/21

Company Seal:

**EXHIBIT "B-3"****EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE  
(EXECUTIVE ORDER 11246)**Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: WILLIAM OLIVER dba Kawaah MaintenanceBusiness Address: PO Box 44293 Lemon Cove, CA 93244Signature: William OliverDate: 6/1/21Name of Signing Official (Print or Type): WILLIAM OLIVERTitle of Signing Official: owner

Company Seal:



**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: William Oliver dba Kawaii Maintenance

Business Address: P.O. Box 44293 Lemon Cove, CA 93244

Signature: William Oliver

Name of Signing Official: WILLIAM OLIVER

Title of Signing Official: owner

Date: 6/1/21

Company Seal:

CITY OF VISALIA, CA  
Ownership Disclosure for Contractors and Consultants

## NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: WILLIAM OLIVER dba Kaweah MaintenanceFirm Address: Po Box 44293 Lemon Cove, CA 93244

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

N/ASubmitted by: Name WILLIAM OLIVERDate 6/1/21

**EXHIBIT "B-6"**

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.10-2019)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME <i>WILLIAM OLIVER</i>	FEDERAL ID NUMBER <i>85-4167681</i>
BY (Authorized Signature) <i>William Oliver</i>	DATE EXECUTED <i>6/1/21</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>WILLIAM OLIVER</i>	TELEPHONE NUMBER (Include Area Code) <i>(559) 452-9324</i>
TITLE <i>owner</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>Po Box 44293 Lemon Cove, CA 93244</i>	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

May 24, 2021



# Kaweah Maintenance

A local pressure washing company with over 12 years experience working with public agencies



## List of Clients:

U.S. Army Corps of Engineers, U.S. Navy, California Dairies Inc., California Employment Development Department, Tulare County / Three Rivers Union School, Mineral King Preservation Society, Three Rivers Historical Society, Valley Oak Credit Union, Kaweah Equipment Company, Visalia Womens' Specialty Medical Clinic, Dana Butcher Associates, Wanderlust Property Management, Myers Mott Construction, U.S. Facility Solutions, Pan American Properties Inc., The Firm Facility Services, Success Lake Marina

May 24, 2021



## Professional Equipment

We have been steam cleaning and pressure washing for over 12 years. We have two Hydro Tek pressure washing trailers which allow us to run multiple crews or knock out big jobs in a timely manner and stay on schedule.

Our trailers are each equipped with 250 degree hot water, 3500 psi, 200 gallon water tank, HydroTwister surface cleaners (with gum remover, water broom, & edge cleaner), turbo nozzles, adjustable pressure wands, chemical injectors, wet media blaster, x-jet soft wash tool, extension pole pressure wand and various other accessories.



## Experienced Commercial Pressure Washing

Owner, William Oliver has a degree from UCLA and is a responsible and professional small business owner. Kaweah Maintenance currently has 5 employees on payroll. We have \$1,000,000 business liability insurance and Workers' Comp coverage.



May 24, 2021



We have professional experience pressure washing and steam cleaning gas stations, shopping malls, store fronts, parking areas, recreation areas, campgrounds, seating areas, restrooms, garbage cans, dumpsters, swimming pools, ponds, and building exteriors. We have experience removing any difficult stains including oil, gum, feces, urine, vomit, blood, bird droppings, food/drink stains, water spots and graffiti. We have a great amount of knowledge and expertise with the graffiti removal process from any surface. We are careful not to damage surfaces when we work and are very detail oriented.



## Impeccable Safety Record

Our workers have managed to be accident free throughout the history of our company. We use proper PPE as required including respirators, masks, goggles, gloves, tyvek suits, rubber boots, etc.

We are certified by the G.B.A.C. (Global Biorisk Advisory Council) for a proper cleaning, disinfection, and infection prevention to help prepare, respond and recover from biohazards and infectious agents, such as SARS-CoV-2, the virus responsible for COVID-19.

We provide our clients safety data sheets for all of the chemicals that we use on a job site.



## References

U.S. Army Corps of Engineers  
Calvin Foster, Southern Operations Area Manager,  
Sacramento District (559)784-0215  
PO Box 1072 Porterville, CA 93258

U.S. Army Corps of Engineers, Lake Kaweah  
Phil Deffenbaugh, Park Manager (559)597-2301  
PO Box 44270 Lemon Cove, CA 93244

U.S. Army Corps of Engineers, Lake Kaweah  
Ryan Watson, Lead Park Ranger (559)597-2301  
PO Box 44270 Lemon Cove, CA 93244

U.S. Army Corps of Engineers, Success Lake  
Charles Mauldin, Park Manager (559)784-0215  
PO Box 1072 Porterville, CA 93258

U.S. Army Corps of Engineers, Success Lake  
Sylvia Guerrero, Lead Park Ranger (559)784-0215  
PO Box 1072 Porterville, CA 93258

U.S. Navy, Lemoore Naval Air Station  
Sonia Cadiente, Commissary Secretary/Supply (559)998-4669  
Lemoore NAS Bldg 795 Reeves Blvd Lemoore, CA 93246

Dana Butcher Associates  
Tim Howell, Facilities Manager (559)446-2001 x135  
6475 N. palm Ave atc. 101 Fresno, CA 93704

Three Rivers Historical Society & Museum  
Tom Marshall, Board President (559)561-4085  
PO Box 162 Three Rivers, CA 93271

California Dairies Inc.  
Elizabeth Greenamyre, Procurement Specialist (559)625-6120  
8000 W Doe Ave. Visalia, CA 93291

May 24, 2021



## Contact us

Kaweah Maintenance  
PO Box 44293  
Lemon Cove, CA 93244

William Oliver, owner  
24414 Pogue Ave.  
Lemon Cove, CA 93244

(559) 452-9324 / (559) 4-KAWEAH  
contact@kaweah.info  
www.kaweah.info

**City of Visalia, CA**

707 West Acequia Ave., Visalia, CA 93291



**Purchasing Division**

Tel: (559) 713-4334 Fax: (559) 713-4801

**REQUEST FOR BIDS RFB 20-21-28  
TRANSIT CENTER CONCRETE CLEANING**

**ADDENDUM NO. 1**

Issued: May 25, 2021

Bids Due: **Thursday, June 3, 2021 @ 2:00 pm**

This Addendum is being issued to provide responses to questions that have been submitted regarding this project. This addendum becomes part of the RFB 20-21-28 document and must be signed and submitted with bid.

**ITEM 1: QUESTIONS/RESPONSES**

1. Is water recovery required?  
Response: Water recovery is not required.
2. Are Sundays and Thursdays set days for cleaning?  
Response: These are the current scheduled days however, alternative days can be discussed with Project Manager if necessary.
3. Can we ask transients to move if they are occupying the areas required for cleaning?  
Response: Yes.
4. Will I get paid more for working on Sundays?  
Response: This is not a prevailing wage project, so the City will not consider a higher wage for Sundays.
5. What is the current contracted amount for this project?  
Response: The previous contract was for concrete cleaning and sealing and was awarded at a not to exceed amount of \$76,370.00. The sealing portion of the contract was bid at \$5,000 annually. The current RFB is for cleaning only.
6. What type of contractor's license is required for this job?  
Response: A contractor's license is not required for this type of project.

**END OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

**BIDDER to sign and submit with BID**

Firm: William Oliver, dba Kowah Masterpiece Date: 6/1/21  
By: William Oliver  
Bidder's Signature

City of Visalia, CA

707 West Acequia Ave., Visalia, CA 93291



Purchasing Division

Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR BIDS RFB 20-21-28  
TRANSIT CENTER CONCRETE CLEANING

ADDENDUM NO. 2

Issued: May 26, 2021

Bids Due: Thursday, June 3, 2021 @ 2:00 pm

This Addendum is being issued to provide clarification on answers to previous questions, and to provide responses to additional questions that have been submitted regarding this project. This addendum becomes part of the RFB 20-21-28 document and must be signed and submitted with bid.

ITEM 1: CLARIFICATION ON ADDENDUM #1, QUESTION 5

1. **QUESTION POSED:** What is the current contracted amount for this project?

**Response Provided:** The previous contract was for concrete cleaning and sealing and was awarded at a not to exceed amount of \$76,370.00. The sealing portion of the contract was bid at \$5,000 annually. The current RFB is for cleaning only.

**CLARIFICATION:**

The number of visits to the site to perform services has not changed from the previous contract (the awarded contractor will visit the site twice weekly to perform the various services). The City chose to bid out this project differently than had been done in the past (see bid page below) to allow for increases or decreases to services as needed throughout the contract term.

Description: As specified in RFP - 13 - 14 - 60	Frequency	Unit Cost (Cost per Service)	# of Services Annually	Annual Cost
Hot Water Steam Pressure Cleaning: (bus drive lane, passenger waiting areas, passenger benches, fountain benches and trash cans)	Every other week	\$915.00	26	\$23,790.00
Surface Scrubbing	Every Other week	\$915.00	26	\$23,790.00
Concrete Sealing	Annually	\$5,000.00	1	\$5,000.00
Hot Water Steam Pressure Cleaning: (passenger waiting areas, passenger benches, fountain benches and trash cans)	Every other week	\$915.00	26	\$23,790.00
Total Annual Price:				\$76,370.00

ITEM 2: ADDITIONAL QUESTIONS/RESPONSES

1. **Question:** If you have two contractors and one only meets the minimum acceptable requirements and has a lower bid, and another contractor far exceeds the minimum requirements but has a higher bid, would you ever be allowed to award the contractor who had submitted the higher bid?

**Response:** Bid Award shall be based on the Lowest Total Bid Amount, and will be made to the most responsive, responsible Bidder whose Bid meets the requirements and criteria set forth in this RFB, price and other factors considered including reference checks, and whose Bid is determined to result in the optimum economic advantage to the City.

END OF ADDENDUM NO. 2

/s/ Purchasing Division  
(559) 713-4334

**BIDDER to sign and submit with BID**

Firm: William Oliver dba Kawach Maintenance

Date: 6/1/21

By: William Oliver  
Bidder's Signature

