COUNTY OF TULARE SERVICES AGREEMENT CUSTODIAL SERVICES

THIS AGREEMENT ("Agreement") is entered into as of <u>November 1, 2019</u>, between the COUNTY OF TU-LARE, a political subdivision of the State of California ("COUNTY"), and Advanced Building Maintenance, Inc., a California corporation, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- **A.** WHEREAS, COUNTY has invited proposals for the furnishing of custodial services to COUNTY facilities outside the immediate Visalia area; and,
- **B.** WHEREAS, CONTRACTOR has submitted such a proposal; and,
- C. WHEREAS, COUNTY and CONTRACTOR have reached agreement on all matters of negotiation with respect to COUNTY'S invitation and CONTRACTOR'S proposal and both desire to reduce the results of said negotiations to writing in the form of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of <u>November 1, 2019</u> and expires at 11:59 PM on June 30, 2023. Contract may be renewed for an additional two (2) one (1) year extensions by mutual written consent provided prices, terms and conditions remain the same, unless earlier terminated as provided below, or unless the Parties amend the terms by a written amendment to this Agreement.
- 2. SERVICES: See attached Exhibits A and A-1
- 3. PAYMENT FOR SERVICES: See attached Exhibit B
- **4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
- **6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

Exhibit D	Debarment	

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE SERVICES AGREEMENT CUSTODIAL SERVICES

COUNTY:

With a Copy to:

GENERAL SERVICES AGENCY 2637 W. Burrel Ave., Suite 200 Visalia, CA 93291

Phone No.: (559) 205-1100 Fax No.: (559) 624-1022 COUNTY ADMINISTRATIVE OFFICER 2800 W. Burrel Ave. Visalia, CA 93291

Phone No.: 559-636-5005 Fax No.: 559- 733-6318

CONTRACTOR:

ADVANCED BUILDING MAINTENANCE, INC. Juan Medina 1804 Tribute Road, Suite K Sacramento, CA 95815

Phone No.: (916) 568-9456 Fax No.: (916) 550-2269

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.
- **8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
- **9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

COUNTY OF TULARE SERVICES AGREEMENT CUSTODIAL SERVICES

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

	ADVANCED BUILDING MAINTENANCE, INC.
Date: 09/24/2019	By Pon
	Print Name BATRICK FERGUSON
	Title C. E. O.
Date: 9/24/70/9	Ву
	Print Name Russell O'Guina
	Title V. P. Corporate Operations
Board of Directors, the president or any vice-president (or anol assistant secretary, the chief financial officer, or any assistant unless the contract is accompanied by a certified copy of a recontract. Similarly, pursuant to California Corporations Code secont accompanied by a certified copy of a recontract.	uires that contracts with a Corporation be signed by both (1) the chairman of the ther officer having general, operational responsibilities), <u>and</u> (2) the secretary, any treasurer (or another officer having recordkeeping or financial responsibilities), solution of the corporation's Board of Directors authorizing the execution of the ction 17703.01, County policy requires that contracts with a Limited Liability Com accompanied by a certified copy of the articles of organization stating that the LLC
	COUNTY OF TULARE
Date:	By Chairman, Board of Supervisors
	Chairman, Board of Supervisors
ATTEST: JASON T. BRITT County Administrative Officer/Clerk of the Bo of Supervisors of the County of Tulare	ard
Ву	
Deputy Clerk	
Approved as to Form County Counsel	
By Deputy	
Matter # 20191523	

EXHIBIT A

SCOPE OF WORK

1. CLEANING & FACILITY TERMS

As used throughout this Agreement, the following terms shall have the meanings as set forth below.

- 1. **CLEAN**: CLEAN shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition.
- 2. **DISINFECT**: DISINFECT shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.
- 3. **TILE FLOORS**: TILE FLOORS shall consist of all ceramic and vinyl type flooring products which are glued with mastic or adhesive to the subflooring.
- 4. **PARTITIONS**: PARTITIONS shall consist of the barriers between the restroom stalls and walls within a facility which do not touch the ceiling.
- 5. VACUUMING: VACUUMING shall consist of the complete removal of stains, lint, dust loose soil, and debris. Vacuuming shall be accomplished along wall edges, behind doors, in corners, crevices, behind, between and under furniture which can be moved. Vacuuming shall be performed in such a manner so as to prevent marring of baseboards, furniture or equipment. Flooring which is not permanently fastened to the floor shall be lifted and the floor cleaned underneath. Spot cleaning of carpets and rugs shall be accomplished as needed to ensure carpets are free from soiled spots, stains, gum, and are bright with a uniform color and appearance.
- 6. **POLISHING:** POLISHING shall consist of the application of an oil based, high quality wood preservative and wiped using a soft, non-abrasive cloth, so as not to leave any residual surface polish.
- 7. **FIXTURES**: FIXTURES shall be defined as, toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall and/or floor.

2. TASK SCHEDULES

CONTRACTOR shall provide custodial services according to task schedules defined as follows:

TASK SCHEDULE #1

- 1. Gather contents of all waste containers and place contents in outside garbage containers for disposal.
- 2. All recyclable materials shall be placed in the appropriate containers.
- 3. Clean and disinfect all waste containers.
- 4. Properly arrange furniture in offices and public lobbies.
- 5. Clean exterior and interior entrance doors and all glass.
- 6. Clean all partition glass.
- 7. Clean interior and exterior of all glass in public waiting and reception areas.
- 8. Clean and disinfect all restroom fixtures and chrome fittings.
- 9. Clean and disinfect and refill all restroom dispensers.
- 10. Wet mop and disinfect all restroom floors.
- 11. Spot clean restroom walls.
- 12. Clean walls, and partitions.
- 13. Clean and polish woodwork.
- 14. Clean all interior glass and mirrors.
- 15. Clean and disinfect all drinking fountains.
- 16. Spot clean and disinfect reception and waiting room chairs.
- 17. Dust mop and spot clean all tiles floors.
- 18. Vacuum and spot clean all carpeted areas.
- 19. Dust desks, chairs, tables and all other office furniture and clean as needed. This does not include personal desks, or personal cubicle furniture.
- 20. Dust all ledges, partitions and flat surfaces within reach and clean as needed.
- 21. Dust all counters, file cabinets and telephones and clean as needed.
- 22. Sweep all entrance ways, (exterior) and haul all debris to outside garbage containers.
- 23. Sweep front sidewalks leading to the street.
- 24. Sweep front sidewalks adjacent to the facility if there is no sidewalk leading to the street.

TASK SCHEDULE #2

- 1. Clean all tile floors by damp mopping.
- 2. Clean all concrete floors by damp mopping.
- 3. Clean all entrance mats, both interior and exterior.
- 4. Thoroughly clean all reception and waiting room chairs.
- 5. Thoroughly clean elevator walls and damp mop floor. Hillman only.

TASK SCHEDULE #3

- 1. Clean and dust high partitions and moldings.
- 2. Clean all air grills.
- 3. Clean all blinds.
- 4. Clean and disinfect restroom walls, partitions and doors.

TASK SCHEDULE #3A

Clean all carpeted areas that experience heavy traffic using an extraction machine with a suction of 110" inches
of water lift or greater. CONTRACTOR shall provide COUNTY with specifications indicating the equipment meets
or exceeds this requirement. Areas that shall be included, but not limited to, are: halls.corridors.lobbies.,
meeting rooms, break rooms, and interview rooms. This includes the play rugs in the WIC offices.

TASK SCHEDULE #4

- 1. Clean all tile floors that experience heavy traffic; damp mop and wax. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater. Areas that shall be included, but not limited to, are: halls, corridors, lobbies, meeting rooms, break rooms, and interview rooms.
- 2. Remove all cobwebs inside the facility and in all exterior entrance ways.
- 3. Pressure wash all entrance way to sidewalks all facilities not in shopping centers.
- 4. Pressure wash patios.
- 5. Clean all base boards.
- 6. Clean all cloth partitions.

TASK SCHEDULE #5

1. Clean the interior and exterior of all windows, ledges, and clean all screens.

TASK SCHEDULE #6

- 1. Clean all tile floors; damp mop and wax. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater. Includes elevator at Hillman.
- Clean all carpeted areas using an extraction machine with a suction of 110" inches of water lift or greater.
 CONTRACTOR shall provide COUNTY with specifications indicating the equipment meets or exceeds this
 requirement. Facilities that are open 24 hours a day shall require the carpeting to be almost dry upon
 completion of the work.

TASK SCHEDULE #7

- 1. Clean all interior light fixtures/light fixture lenses except as identified in this agreement.
- Strip and wax all tile floors. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater.

TASK SCHEDULE FOR GOVERNMENT PLAZA AND THE CIVIC CENTER WINDOWS

Clean all exterior windows and de-web exteriors of listed buildings once in April and once in October

3. FREQUENCY DEFINITIONS

CONTRACTOR shall provide the custodial services required in the task schedules at each facility in compliance with the frequency schedules set for in **EXHIBIT D**. For purposes of the frequency schedules and CONTRACTOR'S work schedule, the following frequency definitions shall be used:

- A. Work performed Daily (D): shall mean once a day, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. Work performed on Alternate Days (AD): shall mean once a day, Monday, Wednesday and Friday.
- C. Work performed Twice Weekly (TW): shall mean once a day, Wednesday and Friday.
- D. Work Performed **Weekly** (**W**): CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week the work is to be completed. e.g. Thursday.
- E. Work Performed Semi-Monthly (twice a month) (SM): CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the week of the month, the work is to be completed; e.g., the first and third Tuesday of the month.
- F. Work performed **Every Three Weeks** (**TR**): CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the month the work is to be completed; e.g. First Monday of January, May, September; second Monday of February, June, October, etc.
- G. Work performed **Monthly** (**M**): CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the week of the month, the work is to be completed; e.g. the third Wednesday of the month.
- H. Work performed Bi-monthly (every 2 months) (BM): CONTRACTOR shall indicate on the work schedule provided to COUNTY the months and day of each month the work is to be completed; e.g. the second Monday of February, April, June, August, October, and December.
- Work performed Quarterly (Q): CONTRACTOR shall indicate on the work schedule provided to COUNTY, the day
 of the week, the week of the month and the months the work is to be completed; e.g. the third Friday of
 January, April, July and October. All carpeted areas shall be cleaned between Friday at 6:00 p.m. and Saturday at
 12:00 PM (noon).
- J. Work Performed Every Four Months (E4): CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week, the week of the month, and the months the work is to be completed: e.g. the second Tuesday of July, November, and March.

4. FREQUENCY SCHEDULE

REA 1				ASSESSMENT OF THE PARTY NAMED IN	ING FR	_			-		(See Law		
JILDING	# OCCUPANT	ADDRESS	GROSS SQFT	D	AD	TW	W	SM	TR	M	BM	Q	E4
418	DINUBA LIBRARY	150 S. "I" ST.	8,240	1*			2	3		3A, 4	5	6	
425	DINUBA HHSA - TULARE WORKS	1066 N. ALTA AVENUE	21,400	1		2		3	3A, 4		5	6	7
414	DINUBA WIC	1433 E. EL MONTE WAY	2,630	1		2		3	3A, 4		5	6	7
412	DINUBA AG	324 TULARE, STE 102	672		1	2				3A, 4	5	6	7
406	LONDON LIBRARY	5711 AVENUE 378	1,440				1, 2	3		4	5	6	
427	IVANHOE LIBRARY	15964 HEATHER	2,460			1		2		3, 4	5	6	7
433	OROSI SHERIFF SUB	40765 ROAD 128	5,196	1			2	3		3A, 4	S	6	7
435	OROSI LIBRARY	12646 AVENUE 416	1,494				1	2		3A, 4	5	6	7
476	WOODLAKE AG	160 S VALENCIA STE A	1,119			1		2	_	3A, 4	5	6	7
	,		44,651	* Libraries	deaned T	uesday thi	ough Fride	y, dosed I	Monday.				
REA 2				CLEAN	ING FR	EQUEN	CY						
UILDING	# OCCUPANT	ADDRESS	GROSS SQFT	D	AD	TW	W	SM	TR	M	BM	Q	E4
124	EXETER LIBRARY	230 E. CHESTNUT	4,800	10		2				3, 3A, 4	5	6	
126	FARMERSVILLE LIBRARY	623 N. AVERY AVE.	1,540				1, 2	3		4	5	6	
129	FARMERSVILLE WIC	175 E. FRONT ST.	1,485	1			2	3	3A	4	5	6	
127	FARMERSVILLE HEALTH	660 E. VISALIA RD.	1,780	1		2		3	3A, 4		5	6	7
128	FARMERSVILLE HHSA TRAINING	907 W. VISALIA RD.	7,849			1,2		3		4	5	6	
175	LINDSAY HHSA - TULARE WORKS	900 N. SEQUOIA	12,704	1			2	3	3A	4	5	6	
178	LINDSAY WIC	248 N. HWY. 6S	2,415	1			2	3	3A	4	5	6	
132	LINDSAY LIBRARY	157 N. MIRAGE	6,733	10		2		3		3A, 4	5	6	7
147	STRATHMORE LIBRARY	19646 ROAD 230	2,762			1		2, 3		3A, 4	5	6	
451	THREE RIVERS LIBRARY	42052 EGGERS RD.	2,655			1		2,3		3A, 4	5	6	
			44,723		deaned Tu		-	, dosed M	londay.				
AREA 3	The same of the sa		Spots cort		ING FR		The second second	CAA	TO	M	BM	0	E4
	# OCCUPANT	ADDRESS	GROSS SQFT	D	AD	TW	W	SM	TR	3, 3A, 4	5	6	- 59
211	ALPAUGH LIBRARY	3816 AVENUE 54	1,344			-	1				5	6	
221	EARLIMART LIBRARY	780 E. WASHINGTON	1,344			1	2	2		3, 3A, 4		6	7
286	EARLIMART WIC	782 E. WASHINGTON	1,890	1			2	3		3A, 4	5		
251	TIPTON LIBRARY	301 E. WOODS AVE.	1,344			1	2			3, 3A, 4	5	6	
240	PIXLEY LIBRARY	927 S CENTER ST #B	2,759				1			3, 3A, 4	5	6	
253	TULARE WIC	458 E. O'NEAL	6,002	1			2	3	3A	4	5	6	7
253	TULARE HHSA - TULARE WORKS	458 E. O'NEAL	12,869	1			2	3	3A	4	5	6	7
254	TULARE HILLMAN HEALTH - LAB	1062 S. "K" ST.		1	2		3			4	5	6	7
254	TULARE HILLMAN HEALTH	1062 S. "K" ST.	34,800	1			2		3A	4	5	6	
258	TULARE HILLMAN ANNEX	1150 S. "K" 5T.	5,352	1			2	3	3A	4	5	6	7
259	TULARE MORGUE	1225 S. "O" ST.	1,800	1			2			3, 3A, 4	5	6	7
246	TULARE SHERIFF LAB	1105 S. "O" ST.	5,982	1			2			3, 3A, 4	5	6	7
266	TULARE AG / CO-OP ***	4437 S. LASPINA ST.	25,336	1			2	3		3A, 4	5	6	7

100,822

*** Facility requires a separate inspection and report for each department within the facility.

ADEAA	CLEANING FREQUENCY
AREA 4	CLEANING ERECUENCY

BUILDING	# OCCUPANT	ADDRESS	GROSS SQFT	D	AD	TW	W	SM	TR	M	BM	Q	E4
533	PORTERVILLE - DCSS	259 N. MAIN	14,291	1			2	3	3A	4	5	6	7
542	PORTERVILLE AG/BLDG INSPECTO	75 W. OLIVE	1,745		1		2			3, 4		5, 6	
534	PORTERVILLE - ONE-STOP	1061 W. HENDERSON	71,502	1			2	3	3A	4	5	6	7
511	PORTERVILLE DISTRICT ATTORNE	Y 643 N. WESTWOOD	7,244	1			2	3		3A, 4	5	6	7
510	PORTERVILLE PUBLIC DEFENDER	633 N. WESTWOOD	4,100	1			2	3		3A, 4	5	6	7
500	PORTERVILLE WELLNESS	333 W. HENDERSON	4,200	1			2	3	ЗА	4	5	6	7
546	SPRINGVILLE LIBRARY	35800 HWY. 190	1,400				1, 2	3		4	5	6	
			104,482										

SPECIAL ARRANGEMENT CLEANING FREQUENCY

BUILDING	# OCCUPANT	ADDRESS	GROSS SQFT	D	AD	TW	W	SM	TR	M	BM	Q	E4
312	VISALIA HEALTH CARE	2611 N. DINUBA BLVD.	24,864	1**	2			3	3A	4	5	6	7

^{**} Includes Saturday service.

WINDOW CLEANING TWO TIMES PER YEAR - APRIL & OCTOBER

BUILDING	# OCCUPANT	ADDRESS	FREQUENCY
301	VISALIA COURTHOUSE	221 S. MOONEY BLVD.	April & October
315	VISALIA GOVERNMENT PLAZA	5953 - 5961 S. MOONEY BLVD.	April & October

EXHIBIT A-1

TERMS OF SERVICE

1. BADGES AND FINGERPRINTING

CONTRACTOR must have all employees working in COUNTY law enforcement facilities finger printed and issued I.D. badges by the Tulare County Sheriff's within 10 days from the start of this Agreement. If CONTRACTOR fails to have all employees processed within this time limit, payment for services rendered may be withheld. Each employee will also have a background check by COUNTY. CONTRACTOR shall be responsible for all costs of fingerprinting, I.D. badges, and background checks until this agreement ends.

CONTRACTOR and CONTRACTOR'S employees MUST display this I.D. badge at all times while working in COUNTY facilities. If CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, COUNTY may require CONTRACTOR or CONTRACTOR'S employee to leave the facility immediately. The services that have not been performed may be subject to the Schedule of Deductions.

2. WORKING HOURS FOR CONTRACTOR.

Unless otherwise specified, all work shall be done outside the COUNTY'S regular working hours. For those facilities which are open to the public weekends or evenings, a schedule of hours shall be provided to the CONTRACTOR. In addition, CONTRACTOR shall cause two persons to be on-site Monday through Friday from 8:00 a.m. to 5:00 p.m. at the Hillman Health Center in Tulare. These persons shall be available to perform both routine custodial as well as emergency duties, as may be required.

3. CONTRACTOR'S RESPONSE TIME.

COUNTY messages in an efficient and timely manner. CONTRACTOR shall respond to all messages regarding incomplete or defective work as soon as possible, but no later than 4 hours after receiving COUNTY'S message or 12:00 noon on the same business day, whichever is later. In all instances, remedial work shall be completed no later than the start of the next business day after being notified of incomplete or defective work. If remedial work is not satisfactorily completed by the start of the next business day or if there is a pattern of repeated necessity for remedial work, CONTRACTOR may be subject to deductions as set forth in Exhibit B. In addition, if CONTRACTOR fails or refuses to perform any part of the work required by this Agreement within the response time, COUNTY may contract with an outside source or may use COUNTY personnel to perform that work, and may deduct all costs of any such work from the monthly amount due to CONTRACTOR after first deducting the appropriate amount from the Schedule of Deductions.

4. ITEMS TO BE PROVIDED BY CONTRACTOR.

All materials, supplies, products, tools, equipment, and transportation used in the cleaning process shall be furnished by CONTRACTOR. All products used shall be of the best quality, environmentally safe, and shall be harmless to the surfaces on which they are used. Products to be supplied by CONTRACTOR, include, but are not limited to, toilet tissue, hand towels, hand soap for the soap dispensers, floor cleaning materials, trash can liners, cleansers, toilet seat covers, dusting polish and all entry mats.

5. ITEMS TO BE PROVIDED BY COUNTY.

Replacement of lamps in lighting fixtures, refilling and collection of the sanitary napkin machines and cleaning diffusers for lighting fixtures shall be performed by COUNTY. Light, power, hot and cold water, as may be required for CONTRACTOR'S cleaning activities, and when possible, space for the storage of CONTRACTOR'S equipment, cleaning and custodial supplies shall be provided by COUNTY.

6. NOTIFICATION OF PROBLEMS BY CONTRACTOR.

CONTRACTOR shall notify COUNTY with 24 hours, upon finding any problem or broken fixture within any facility. Any problem or broken fixture that constitutes an emergency situation, which would include the potential for serious damage to persons or property, requires immediate notification by calling (559) 624-7047. If notification is not given within the time limit stated above, the Schedule of Deductions may be used to determine the deduction for failure to comply with terms of this agreement.

7. QUALITY OF CONTRACTOR'S WORK.

All work shall be performed in a manner equal to and in accordance with industry standards. All work shall be performed by experienced custodians directly employed and supervised by CONTRACTOR.

8. INSPECTIONS AND REPORTS.

CONTRACTOR shall perform an on-site inspection of each facility twice per month. One inspection will take place before the 15th of the month and a second between the 15th and the end of the month. A Custodial Inspection Report form shall be completed by CONTRACTOR and signed by both the CONTRACTOR'S representative and the on-site facility contact person or their designee showing the condition of each facility and results of the custodial serviced provided. An overall facility rating of satisfactory or unsatisfactory will be provided for each inspection report. Inspections receiving an overall evaluation of unsatisfactory may be subject to deductions as set forth in Exhibit B. The original copy of the report shall be presented to COUNTY'S designated representative, one copy shall be presented to the on-site facility contact person, and CONTRACTOR shall retain one copy. CONTRACTOR shall present the inspection reports by the first of the month for inspections performed in the latter half of the previous month and by the fifteenth of the month for inspections performed in the first half of the current month. The report forms and facility numbers shall be provided by COUNTY. No payment will be made for any facility until the inspection reports have been received.

9. SAFETY AND PRODUCT CONTROL.

Prior to beginning work under this Agreement, CONTRACTOR shall provide COUNTY'S designated representative with a current Safety Data Sheet (SDS) binder on <u>ALL</u> products used by CONTRACTOR in the provision of the services required by this Agreement. In addition, CONTRACTOR shall provide all required SDS information in a binder at <u>each closet</u> in which such products are kept and are to be used during the course of performing work. Any and all fees which may be required EXHIBIT TO CUSTODIAL SERVICES AGREEMENT

by the Tulare County Environmental Health Department relating to the storage of hazardous materials on-site shall be paid by CONTRACTOR. Such costs shall be incorporated into the monthly costs at each facility, and no additional compensation shall be allowed for such fees. CONTRACTOR shall handle chemicals provided at each site as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. Whenever possible, CONTRACTOR shall provide chemicals which are in the neutral range of the pH scale. All chemicals used shall be pre-approved by COUNTY'S designated representative. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents. All unused products and empty containers shall be disposed of by CONTRACTOR as required by Federal, State and local laws and regulations. CONTRACTOR shall provide COUNTY with documentation of proper disposal of all products and containers used in the performance of services under this agreement.

10. IDENTIFICATION AND LOCATION OF COUNTY FACILITIES.

CONTRACTOR shall provide custodial services to the COUNTY facilities listed in **EXHIBIT A**, located in the four geographical areas of Tulare County. Each facility consists of <u>all</u> COUNTY departments utilizing space within that facility and may also include other non-County agencies utilizing space within the facility.

11. EXTRA WORK.

Custodial services not included in the Required Services and Frequency of Services as set forth in EXHIBIT A or not included in the Task Schedules above is considered to be extra work. Extra work is to be performed only after receiving authorization as provided in this paragraph. Any extra work costing less than \$5,000 is to be negotiated and approved prior to beginning the work. Request for payment for extra work is to accompany the regular monthly invoice as set forth in Paragraph 19 below. Any extra work costing more than \$5,000 but less than \$25,000 shall be performed by the CONTRACTOR upon receiving a written authorization accompanied by a Purchase Order. Any extra work costing more than \$25,000 shall be performed by a separate contract let through the County Purchasing Agent or the County Board of Supervisors.

12. CONTRACTOR'S WORK SCHEDULE.

Within fifteen (15) days of receipt of written notice that the Board of Supervisors has approved this Agreement, CONTRACTOR shall furnish COUNTY'S designated representative with a work schedule of the custodial services to be provided for each location, in conformity with the frequency schedule in Section A. No payments shall be made until a COUNTY approved work schedule is received. Thereafter, if CONTRACTOR desires to change the work schedule, it shall be submitted to the Contract Administrator for approval no less than 30 days prior to its taking effect at any facility. Facility inspections by COUNTY will be performed at random unless there is a pattern of deficiencies, in this case inspections will be more frequent. Work scheduled to be performed but not completed may be subject to deductions as set forth in Exhibit B-1, section 2.

13. FACILITY CHANGES.

In the event facilities are added to or deleted from the scope of work during the term of this Agreement, or in the event of changes to the Frequency Schedules (**EXHIBIT A**) CONTRACTOR'S work schedule and COUNTY'S payment obligations will be adjusted accordingly. COUNTY reserves the right to add or delete sites, or change the schedule of services at each site by providing CONTRACTOR with a written notice at least thirty (30) days in advance of the change.

14. COMMUNICATIONS FROM COUNTY EMPLOYEES.

CONTRACTOR shall instruct all employees of CONTRACTOR that they shall not respond to questions, suggestions, or instructions from COUNTY employees, other than the General Services Director or the Contract Administrator. If it is determined that CONTRACTOR has taken direction by responding to questions, suggestions or instructions from COUNTY employees, other than the General Service Director or the Contract Administrator, and that as a result, work required under this Agreement is incomplete or unsatisfactory, the Schedule of deductions shall apply. Deductions shall start on the day CONTRACTOR took direction from COUNTY employees other than the General Services Director or Contract Administrator.

15. COUNTY'S RIGHT TO INSPECT WORK.

General Services or Contract Administrator may make unannounced inspections at any and all times during work hours to determine if CONTRACTOR'S services comply with the terms of this Agreement. Any adverse findings shall be reported to CONTRACTOR for correction in accordance with the time limits specified in Paragraph 3 above. Inspections shall be documented utilizing the Custodial Inspection Report Form. The original copy of the report shall be presented to CONTRACTOR and COUNTY SHALL RETAIN ONE copy. Inspections receiving an overall evaluation of unsatisfactory may be subject to deductions as set forth in Exhibit B.

16. PAYMENT FOR SERVICES.

COUNTY shall pay CONTRACTOR for services rendered as follows. CONTRACTOR shall submit an invoice for each separate area no more often than monthly containing details sufficient to allow COUNTY to determine if all reported work was done in accordance with the terms of this Agreement. COUNTY shall pay CONTRACTOR within thirty (30) days following COUNTY'S approval of the amount requested. Payment shall be based on the Cost Schedule (Exhibit A) and any applicable deductions from the Schedule of Deductions (Exhibit B). In accordance with Paragraph 9 above, no payment will be made for any facility until the inspection reports have been received.

17. DEDUCTIONS FOR UNSATISFACTORY WORK.

Work not completed in accordance with the requirements of this Agreement, or work not performed following notification by the COUNTY as discussed in Paragraph 12 above, shall be considered unsatisfactory and may be subject to a deduction in accordance with the Schedule of Deductions (Exhibit B). Where COUNTY'S inspections, conducted in accordance with Paragraph 15 above, result in an evaluation of unsatisfactory, CONTRACTOR shall be subject to a deduction in accordance

with the Schedule of Deductions (Exhibit "B"). <u>Two consecutive overall ratings of unsatisfactory for a facility or a pattern of deficiencies may be considered a material breach of this Agreement and subject to remedy under Paragraph 8 above.</u>

18. DEDUCTIONS AND TERMINATION FOR BREACHES OF SECURITY

Failure of Contractor to lock exterior doors or arm alarms will be considered a breach of security. The first offense will result in liquidated damages, (per Exhibit C), for the 24 hour period the door was not locked. The second offense within a 3 month period will result in the Contractor being immediately terminated from servicing the County facility and another contractor hired for the facility.

19. DISPLACED JANITOR OPPORTUNITY ACT.

Contractors and subcontractors awarded a contract will be required to follow the Displaced Janitor Opportunity Act Chapter 4.5 (commencing with Section 1060) to Part # of Division 2 of the Labor Code. The Act requires contractors or subcontractors awarded a contract to provide janitorial services at a particular job site or sites to retain for a period of 60 days, employees who were employed for 4 months or longer at that site by the previous contractor or subcontractor, unless the successor contractor or subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working for the previous contractor. Contractors with a question concerning the Displaced Janitor Opportunity Act should seek advice from an attorney.

EXHIBIT B

PAYMENT FOR SERVICES & DEDUCTIONS

					11/1/19	- 6/3	0/20		7/1/20	- 6/30/23		
EA 1				PRI	CE	DED	UCTIONS	PRI	CE	DED	UCTIONS	
DING #	OCCUPANT	ADDRESS	GROSS SQFT	МО	NTHY COST		DAILY	MOI	NTHY COST		DAILY	
418	DINUBA LIBRARY	150 S. " " ST.	8,240	\$	884.00	\$	40.18	\$	995.00	\$	45.2	
425	DINUBA HHSA - TULARE WORKS	1066 N. ALTA AVENUE	21,400	\$	2,917.00	\$	132.59	\$	3,600.00	\$	163.6	
414	DINUBA WIC	1433 E. EL MONTE WAY	2,630	\$	646.00	\$	29.36	\$	675.00	\$	30.6	
412	DINUBA AG	324 TULARE, STE 102	672	\$	383.00	\$	17.41	\$	375.00	\$	17.0	
406	LONDON LIBRARY	5711 AVENUE 378	1,440	\$	295.00	\$	13.41	\$	250.00	\$	11.3	
427	IVANHOE LIBRARY	15964 HEATHER	2,460	\$	351.00	\$	15.95	\$	375.00	\$	17.0	
433	OROSI SHERIFF SUB	40765 ROAD 128	5,196	\$	1,075.00	\$	48.86	\$	1,350.00	\$	61.3	
435	OROSI LIBRARY	12646 AVENUE 416	1,494	\$	295.00	\$	13.41	\$	375.00	\$.	17.0	
476	WOODLAKE AG	160 S VALENCIA STE A	1,119	\$	284.00	\$	12.91	\$	375.00	\$	17.0	
				\$	7,130.00			\$	8,370.00			
-4.2				001	CF.	050	LICTIONS	201	CF.	250	LICTION	
EA 2	OCCUPANT	ADDRESS	CDOSS SOFT	PRI	The Real Property lies	DED	DAILY	PRI	NTHY COST	DED	DAILY	
124	OCCUPANT EXETER LIBRARY	230 E. CHESTNUT	GROSS SQFT		NTHY COST	ć	-	-	111111111111	ć		
			4,800	\$	635.00	\$	28.86	\$	800.00	\$	36.3	
126	FARMERSVILLE LIBRARY	623 N. AVERY AVE.	1,540	\$	177.00	\$	8.05	\$	250.00	\$	11.3	
129	FARMERSVILLE WIC	175 E. FRONT ST.	1,485	\$	480.00	\$	21.82	\$	675.00	\$	30.6	
127	FARMERSVILLE HEALTH	660 E. VISALIA RD.	1,780	\$	1,249.00	\$	56.77	\$	800.00	\$	36.3	
128	FARMERSVILLE HHSA TRAINING	907 W. VISALIA RD.	7,849	\$	1,023.00	\$	46.50	\$	1,300.00	\$	59.0	
175	LINDSAY HHSA - TULARE WORKS	900 N. SEQUOIA	12,704	\$	2,332.00	\$	106.00	\$	2,700.00	\$	122.7	
178	LINDSAYWIC	248 N. HWY. 65	2,415	\$	506.00	\$	23.00	\$	675.00	\$	30.6	
132	LINDSAY LIBRARY	157 N. MIRAGE	6,733	\$	635.00	\$	28.86	\$	800.00	\$	36.3	
147	STRATHMORE LIBRARY	19646 ROAD 230	2,762	\$	319.00	\$	14.50	\$	375.00	\$	17.0	
451	THREE RIVERS LIBRARY	42052 EGGERS RD.	2,655	\$	538.00	\$	24.45	\$	700.00	\$	31.8	
				\$	7,894.00			\$	9,075.00			
EA3				PRI	CE	DED	UCTIONS	PRI	CE	DED	UCTION	
-	OCCUPANT	ADDRESS	GROSS SQFT		NTHY COST	DED	DAILY		NTHY COST	DED	DAILY	
211	ALPAUGH LIBRARY		1 244				40.00			\$	11.3	
	AD ACCIT LIBITARY	3816 AVENUE 54	1,344	\$	266.00	\$	12.09	Ś				
221	EARLIMART LIBRARY	780 E. WASHINGTON	1,344	\$	266.00		12.09	\$	250.00	\$	17.0	
221				\$	285.00	\$		\$	375.00	\$	-	
286	EARLIMART LIBRARY EARLIMART WIC	780 E. WASHINGTON 782 E. WASHINGTON	1,344 1,890	\$	285.00 587.00	\$	12.95 26.68	\$	375.00 800.00	\$	36.3	
286 251	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE.	1,344 1,890 1,344	\$ \$	285.00 587.00 284.00	\$ \$	12.95 26.68 12.91	\$ \$	375.00 800.00 375.00	\$ \$	36.3 17.0	
286 251 237	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B	1,344 1,890 1,344 2,759	\$ \$ \$	285.00 587.00 284.00 177.00	\$ \$ \$	12.95 26.68 12.91 8.05	\$ \$ \$	375.00 800.00 375.00 250.00	\$ \$ \$	36.3 17.0 11.3	
286 251 237 253	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL	1,344 1,890 1,344 2,759 6,002	\$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00	\$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68	\$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00	\$ \$ \$ \$	36.3 17.0 11.3 54.9	
286 251 237 253 253	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL	1,344 1,890 1,344 2,759 6,002 12,869	\$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00	\$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41	\$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00	\$ \$ \$ \$ \$	36.3 17.0 11.3 54.5 122.7	
286 251 237 253 253 254	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS TULARE HILLMAN HEALTH - LAB	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL 1062 S. "K" ST.	1,344 1,890 1,344 2,759 6,002 12,869 DAY STAFF	\$ \$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00 5,508.00	\$ \$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41 250.36	\$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00 7,100.00	\$ \$ \$ \$ \$	36.3 17.0 11.3 54.5 122.7 322.7	
286 251 237 253 253 254 254	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS TULARE HILLMAN HEALTH - LAB TULARE HILLMAN HEALTH	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL 1062 S. "K" ST.	1,344 1,890 1,344 2,759 6,002 12,869 DAY STAFF 34,800	\$ \$ \$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00 5,508.00 3,223.00	\$ \$ \$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41 250.36 146.50	\$ \$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00 7,100.00 3,500.00	\$ \$ \$ \$ \$ \$ \$	36.3 17.0 11.3 54.5 122.7 322.7	
286 251 237 253 253 254 254 254 258	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS TULARE HILLMAN HEALTH - LAB TULARE HILLMAN HEALTH TULARE HILLMAN ANNEX	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL 1062 S. "K" ST. 1062 S. "K" ST.	1,344 1,890 1,344 2,759 6,002 12,869 DAY STAFF 34,800 5,352	\$ \$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00 5,508.00	\$ \$ \$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41 250.36 146.50 45.41	\$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00 7,100.00	\$ \$ \$ \$ \$ \$ \$	36.3 17.0 11.3 54.5 122.7 322.7 159.0 54.5	
286 251 237 253 253 254 254	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS TULARE HILLMAN HEALTH - LAB TULARE HILLMAN HEALTH	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL 1062 S. "K" ST.	1,344 1,890 1,344 2,759 6,002 12,869 DAY STAFF 34,800	\$ \$ \$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00 5,508.00 3,223.00	\$ \$ \$ \$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41 250.36 146.50 45.41 23.32	\$ \$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00 7,100.00 3,500.00	\$ \$ \$ \$ \$ \$ \$ \$	36.3 17.0 11.3 54.5 122.7 322.7 159.0 54.5 27.2	
286 251 237 253 253 254 254 254 258	EARLIMART LIBRARY EARLIMART WIC TIPTON LIBRARY PIXLEY LIBRARY TULARE WIC TULARE TULARE WORKS TULARE HILLMAN HEALTH - LAB TULARE HILLMAN HEALTH TULARE HILLMAN ANNEX	780 E. WASHINGTON 782 E. WASHINGTON 301 E. WOODS AVE. 927 5 CENTER ST #B 458 E. O'NEAL 458 E. O'NEAL 1062 S. "K" ST. 1062 S. "K" ST.	1,344 1,890 1,344 2,759 6,002 12,869 DAY STAFF 34,800 5,352	\$ \$ \$ \$ \$ \$ \$	285.00 587.00 284.00 177.00 983.00 2,539.00 5,508.00 3,223.00	\$ \$ \$ \$ \$ \$ \$	12.95 26.68 12.91 8.05 44.68 115.41 250.36 146.50 45.41	\$ \$ \$ \$ \$ \$ \$	375.00 800.00 375.00 250.00 1,200.00 2,700.00 7,100.00 3,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17.0 36.3 17.0 11.3 54.5 122.7 159.0 54.5 27.2 68.1	

AREA 4				PRI	CE	DE	DUCTIONS
BUILDING #	OCCUPANT	ADDRESS	GROSS SQFT	МО	NTHY COST		DAILY
533	PORTERVILLE DCSS	259 N. MAIN	14,291	\$	1,740.00	\$	79.09
542	PORTERVILLE AG/BLDG INSPECTO	75 W. OLIVE	820	\$	480.00	\$	21.82
534	PORTERVILLE - ONE-STOP	1061 W. HENDERSON	71,657	\$	8,710.00	\$	395.91
511	PORTERVILLE DISTRICT ATTORNEY	643 N. WESTWOOD	7,244	\$	1,457.00	\$	66.23
510	PORTERVILLE PUBLIC DEFENDER	633 N. WESTWOOD	4,100	\$	1,173.00	\$	53.32
500	PORTERVILLE WELLNESS	333 W. HENDERSON	4,200	\$	1,173.00	\$	53.32
546	SPRINGVILLE LIBRARY	35800 HWY. 190	1,400	\$	150.00	\$	6.82

PR	ICE	DEDI	UCTIONS				
МО	NTHY COST		DAILY				
\$	2,700.00	\$	122.73				
\$	500.00	\$	22.73				
\$	11,800.00	\$	536.36				
\$	1,500.00	\$	68.18				
\$	1,250.00	\$	56.82				
\$	1,250.00	\$	56.82				
\$	275.00	\$	12.50				
\$	19,275.00						

\$ 14,883.00

SPECIAL A	ARRANGEMENT			PRI	CE	DED	JCTIONS
BUILDING #	OCCUPANT	ADDRESS	GROSS SQFT	МО	NTHY COST		DAILY
312	DAY STAFF - VISALIA H	EALTH CARI 2611 N. DINUBA BLVD.	24,864	\$	4,110.00	\$	186.82
-				\$	4 110 00		

PRI	CE	DEDUCTIONS					
MO	NTHY COST	DAILY					
\$	5,300.00	\$	240.91				
ė	5 200 00						

WINDOW CLEANING TWO TIMES PER YEAR - APRIL & OCTOBER

BUILDING #	OCCUPANT	ADDRESS	cos	T
301	VISALIA COURTHOUSE	221 S. MOONEY BLVD.	\$	6,900.00
315	VISALIA GOVERNMENT PLAZA	5953 - 5961 S. MOONEY BLVD.	\$	2,450.00

COST				
\$	6,900.00			
\$	2,450.00			

EMERGENCY CALL OUT PRICE PER HOUR

	COST	
BUSINESS HOURS (MONDAY - FRIDAY 8:00 AM - 5:00 PM)	\$	50.00
WEEKENDS & OUTSIDE BUSINESS HOURS	\$	75.00

COST		
\$	50.00	
\$	75.00	

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

- Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial
 General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per
 occurrence including products and completed operations, property damage, bodily injury and personal
 & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply
 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice
 the required occurrence limit.
- Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per
 occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned
 auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

- 1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.
 - b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - c. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTPR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.
- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. <u>Verification of Coverage</u>

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Rev. 3/3/17

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntary excluded, as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded for the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method an frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 9. Nothing contained in the foregoing shall be construed to require establishment for a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:	Date: 09-24-2-19
PATRICK FERGUSON C.E.O. (Printed Name & Title)	Advanced Building Mantenance, Dra. (Name of Agency or Company)