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AGREEMENT FOR CUSTODIAL SERVICES

THIS AGREEMENT is entered into this 28th day of June, 2005 by and between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and ENVIRONMENT CONTROL, hereinafter referred to as CONTRACTOR, with reference to the following:

WHEREAS, COUNTY has invited proposals for the furnishing of custodial services to COUNTY facilities outside the immediate Visalia area; and

WHEREAS, CONTRACTOR has submitted such a proposal; and

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.

ACCORDINGLY, IT IS AGREED:

1. DEFINITIONS/SPECIFICATIONS.

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

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.

DISINFECT: DISINFECT shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

TILE FLOORS: TILE FLOORS shall consist of all ceramic and vinyl type flooring products which are glued with mastic or adhesive to the subflooring.

PARTITIONS: PARTITIONS shall consist of the barriers between the restroom stalls and walls within a facility which do not touch the ceiling.

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

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1 underneath. Spot cleaning of carpets and rugs shall be accomplished as needed to ensure carpets
2 are free from soiled spots, stains, gum, and are bright with a uniform color and appearance.

3
4 POLISHING: POLISHING shall consist of the application of an oil based, high quality wood
5 preservative and wiped using a soft, non-abrasive cloth, so as not to leave any residual surface
6 polish.

7
8 FIXTURES: FIXTURES shall be defined as, toilets, urinals, toilet paper holders, hand towel
9 dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall
10 and/or floor.

11 12 2. BADGES AND FINGERPRINTING

13
14 CONTRACTOR must have all employees working in county facilities finger printed and badged
15 by the Tulare County Sheriff's Department within 10 days from the start of this Agreement. If
16 CONTRACTOR fails to have all employees processed within this time limit, payment for
17 services rendered may be withheld. Each employee will also have a background check by
18 COUNTY. CONTRACTOR shall be responsible for all costs of fingerprinting, badges and
19 background checks until this agreement ends.

20
21 CONTRACTOR must display this badge at all times while working in COUNTY facilities. If
22 CONTRACTOR fails to display the proper identification, COUNTY may require
23 CONTRACTOR to leave the facility immediately. The services that have not been performed
24 may be subject to the Schedule of Deductions.

25 26 3. WORKING HOURS FOR CONTRACTOR

27
28 Unless otherwise specified, all work shall be done outside COUNTY'S regular working hours.
29 For those facilities which are open to the public weekends or evenings, a schedule of hours shall
30 be provided to the CONTRACTOR by the COUNTY. In addition, CONTRACTOR shall cause
31 two persons to be on-site Monday through Friday from 8:00 a.m. to 5:00 p.m. at the Hillman
32 Health Center in Tulare. These people shall be available to perform both routine custodial as
33 well as emergency duties, as may be required.

34 35 4. CONTRACTOR'S RESPONSE TIME.

36
37 CONTRACTOR must maintain a 24 hour business phone or telephone answering service for the
38 purpose of receiving COUNTY messages in an efficient and timely manner. CONTRACTOR
39 shall respond to all messages regarding incomplete or defective work as soon as possible, but not
40 later than 4 hours after receiving COUNTY's message or 12:00 noon on the same business day,
41 whichever is later. In all instances, remedial work shall be completed no later than the start of
42 the next business day after being notified of incomplete or defective work. **If remedial work is**
43 **not satisfactorily completed by the start of the next business day or if there is a pattern of**
44 **repeated necessity for remedial work , CONTRACTOR may be subject to deductions as set**
45 **forth in paragraph 19 and 20 below.** 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.

5. 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 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.

6. 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.

7. 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) 737-4104. If notification is not given within the time limit stated above, the Schedule of Deductions may be used to determine deductions for failure to comply with the terms of this agreement.

8. 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.

9. INSPECTIONS AND REPORTS.

CONTRACTOR shall perform an on-site inspection of each facility twice per month. A Custodial Inspection Report Form shall be completed by CONTRACTOR and signed by both the contract representative and the on-site facility contact person or their designee showing the condition of each facility and the results of the custodial services 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**

1 in paragraph 19 and 20 below. The original copy of the report shall be presented to
2 COUNTY'S designated representative, one copy shall be presented to the on-site facility contact
3 person, and CONTRACTOR shall retain one copy. CONTRACTOR shall present the inspection
4 reports by the first of the month for inspections performed in the later half of the previous month
5 and by the fifteenth of the month for inspections performed in the first half of the current month.

6 The report forms and facility numbers shall be provided by COUNTY. No payment will be
7 made for any facility until the inspection reports have been received.
8

9 10. SAFETY AND PRODUCT CONTROL.

10
11 Prior to beginning work under this Agreement, CONTRACTOR shall provide COUNTY'S
12 designated representative with a current Material Safety Data Sheet (MSDS) binder on ALL
13 products used by CONTRACTOR in the provision of the services required by this Agreement.
14 In addition, CONTRACTOR shall provide all required MSDS information in a binder at each
15 closet in which such products are kept and are to be used during the course of performing work.
16 Any and all fees which may be required by the Tulare County Environmental Health Department
17 relating to the storage of hazardous materials on-site shall be paid by CONTRACTOR. Such
18 costs shall be incorporated into the monthly costs at each facility, and no additional
19 compensation shall be allowed for such fees. CONTRACTOR shall handle chemicals provided
20 at each site so as to minimize the possibility of exposure of facility occupants to acid based or
21 caustic based materials. Whenever possible, CONTRACTOR shall provide chemicals which are
22 in the neutral range of the Ph scale. All chemicals used shall be pre-approved by COUNTY'S
23 designated representative. All materials which are stored in the liquid state shall be stored on
24 shelves not higher than three (3) feet above the floor. All products stored in secondary containers
25 shall be properly labeled as to the contents. All unused products and empty containers shall be
26 disposed of by CONTRACTOR as required by federal, state and local laws and regulations.
27 CONTRACTOR shall provide COUNTY with documentation of proper disposal of all products
28 and containers used in the performance of services under this agreement.

29 30 11. IDENTIFICATION AND LOCATION OF COUNTY FACILITIES.

31
32 CONTRACTOR shall provide custodial services to the COUNTY facilities listed in Exhibit "C",
33 located in the four geographical areas of Tulare County. Each facility consists of all COUNTY
34 departments utilizing space within that facility, and may also include other non-County agencies
35 utilizing space within the facility.
36

37 12. TASK SCHEDULES.

38
39 CONTRACTOR shall provide custodial services according to the following task schedules:
40

41 TASK SCHEDULE #1A

- 42
- 43 1. Gather contents of all waste containers and place contents in outside garbage
44 containers for disposal.
- 45 2. Clean and disinfect all waste containers.

3. Properly arrange furniture in offices and public lobbies.
4. Clean exterior and interior entrance doors and all glass.
5. Clean interior and exterior of all glass in public waiting and reception areas.
6. Clean and disinfect all restroom fixtures and chrome fittings.
7. Clean, disinfect and refill all restroom dispensers.
8. Wet mop and disinfect all restroom floors.
9. Clean and disinfect all drinking fountains and public telephones.
10. Spot clean and disinfect reception and waiting room chairs

TASK SCHEDULE # 1B

1. Empty and clean all ashtrays.
2. Dust mop and spot clean all tile floors.
3. Vacuum and spot clean all carpeted areas.
4. Dust desks, chairs, tables, and all other office furniture and clean as needed.
5. Dust all ledges, partitions and flat surfaces within reach and clean as needed.
6. Dust all counters, file cabinets, and telephones and clean as needed.
7. Clean walls, and partitions.
8. Clean and polish woodwork.
9. Clean all interior glass and mirrors.
10. Sweep all entranceways (exterior) and haul all debris to outside garbage containers.
11. Sweep front sidewalks leading to the street.
12. Sweep front sidewalks adjacent to the facility if there is no sidewalk leading to the street.
13. Spot clean restroom walls.
14. Clean all partition glass.

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

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

1 **TASK SCHEDULE #3A**

- 2
- 3 1. Clean all carpeted areas that experience heavy traffic using an extraction
- 4 machine with suction of 110" inches of water lift or greater.
- 5 CONTRACTOR shall provide COUNTY with specifications indicating the
- 6 equipment meets or exceeds this requirement. Areas that shall be included,
- 7 but not be limited to, are: halls, corridors, lobbies, meeting rooms, break
- 8 rooms, and interview rooms.
- 9

10 **TASK SCHEDULE #4A**

- 11
- 12 1. Clean and disinfect restroom walls, partitions and doors.
- 13 2. Clean all tile floors; damp mop and wax. High speed buff using a high speed
- 14 buffing machine at a setting of 2000 rpm or greater.
- 15 3. Remove all cobwebs inside the facility and in all exterior entrance ways.
- 16 4. Clean all carpeted areas that experience heavy traffic using an extraction
- 17 machine with suction of 110" inches of water lift or greater.
- 18 CONTRACTOR shall provide COUNTY with specifications indicating the
- 19 equipment meets or exceeds this requirement. Areas that shall be included,
- 20 but not be limited to, are: halls, corridors, lobbies, meeting rooms, break
- 21 rooms, and interview rooms.
- 22 5. Clean all base boards.
- 23 6. Clean all Cloth partitions in the Lobby.
- 24

25 **TASK SCHEDULE # 4B**

- 26
- 27 1. Clean and disinfect restroom walls, partitions and doors.
- 28 2. Clean all tile floors/ damp mop and wax. High speed buff using a high speed
- 29 buffing machine at a setting of 2000 rpm or greater.
- 30 3. Remove all cobwebs inside the facility and in all exterior entrance ways.
- 31 4. Clean all carpeted areas that experience heavy traffic using an extraction
- 32 machine with suction of 110" (inches of water lift) or greater.
- 33 CONTRACTOR shall provide COUNTY with specifications indicating the
- 34 equipment meets or exceeds this requirement. Areas that shall be included,
- 35 but not be limited to, are: halls, corridors, lobbies, meeting rooms, break
- 36 rooms and interview rooms.
- 37 5. Clean all base boards.
- 38 6. Clean all cloth partitions except for lobby partitions. This work is to be
- 39 performed on odd numbered month.
- 40

41 **TASK SCHEDULE #5**

- 42
- 43
- 44 1. Clean the interior and the exterior of all windows, ledges, and clean all
- 45 screens.

1
2 **TASK SCHEDULE #6**
3

- 4 1. Clean all tile floors; damp mop and wax. High speed buff using a high speed
5 buffing machine at a setting of 2000 rpm or greater.
6 2. Clean all carpeted areas using an extraction machine with suction of 110"
7 inches of water lift or greater. CONTRACTOR shall provide COUNTY
8 with specifications indicating the equipment meets or exceeds this
9 requirement. Facilities that are open 24 hours a day shall require the
10 carpeting to be almost dry upon completion of the work.
11

12 **TASK SCHEDULE #7**
13

- 14 1. Clean all interior light fixtures/light fixture lenses.
15

16 **13. REQUIRED SERVICES AND FREQUENCY OF SERVICES BY FACILITY.**
17

18 CONTRACTOR shall provide the custodial services required in the above task schedules at each
19 facility in compliance with the frequency schedules set forth Exhibit "D". For purposes of the
20 frequency schedules and CONTRACTOR'S work schedule, the following frequency codes shall
21 be used:
22

- 23 A. Work performed on a Daily Basis (D): Shall mean once a day, Monday, Tuesday,
24 Wednesday, Thursday, and Friday.
25 B. Work performed on Alternate Days (AD): Shall mean once a day, Monday,
26 Wednesday, and Friday.
27
28 C. Work performed Twice Weekly (TW): Shall mean once a day, Tuesday and Friday.
29
30 D. Work performed on a Weekly basis (W): CONTRACTOR shall indicate on the work
31 schedule provided to COUNTY, the day of the week the work is to be completed;
32 e.g., Thursday.
33
34 E. Work performed on a Semi-Monthly basis (SM): CONTRACTOR shall indicate on
35 the work schedule provided to COUNTY the day of the week as well as the week of
36 the month, the work is to be completed; e.g., the first and third Tuesday of the month.
37
38 F. Work performed every Three Weeks (TR): CONTRACTOR shall indicate on the
39 work schedule provided to COUNTY the day of the week as well as the month the
40 work is to be completed; e.g. first Monday of January, May, September; second
41 Monday of February, June, October; etc.
42
43 G. Work performed on a Monthly basis (M): CONTRACTOR shall indicate on the work
44 schedule provided to COUNTY the day of the week as well as the week of the month,
45 the work is to be completed; e.g., the third Wednesday of the month.

- 1
2 H. Work performed on a Bi-Monthly basis (BM): CONTRACTOR shall indicate on the
3 work schedule provided to COUNTY the months and the day of each month the work
4 is to be completed; e.g., the second Monday of February, April, June, August,
5 October, and December.
6
7 I. Work performed on a Quarterly basis (Q): CONTRACTOR shall indicate on the work
8 schedule provided to COUNTY, the day of the week, the week of the month, and the
9 months the work is to be completed; e.g., the third Friday of January, April, July, and
10 October. All carpeted surfaces shall be cleaned between Friday at 6:00 PM and
11 Saturday at 12:00 PM (noon).
12
13 J. Work performed on a 4 Month basis (E4): CONTRACTOR shall indicate on the
14 work schedule provided to COUNTY, the day of the week, the week of the month,
15 and the months the work is to be completed: e.g., the second Tuesday of July,
16 November, and March.
17

18 14. EXTRA WORK
19

20 Custodial services not included in the Required Services and Frequency of Services as set forth
21 in Exhibit "D" or not included in the Task Schedules above is considered to be extra work. Extra
22 work is to be performed only after receiving authorization as provided in this paragraph. Any
23 extra work costing less than \$1,000 is to be negotiated and approved prior to beginning the work.
24 Request for payment for the extra work is to accompany the regular monthly invoice as set forth
25 in Paragraph 19 below. Any extra work costing more than \$1,000 but less than \$25,000 shall be
26 performed by the Contractor upon receiving a written authorization accompanied by a Purchase
27 Order. Any extra work costing more than \$25,000 shall be performed by a separate contract let
28 through the County Purchasing Agent or the County Board of Supervisors.
29

30 15. CONTRACTOR'S WORK SCHEDULE.
31

32 Within fifteen (15) days of receipt of written notice that the Board of Supervisors has approved
33 this Agreement, CONTRACTOR shall furnish COUNTY'S designated representative with a
34 work schedule of the custodial services to be provided for each location, in conformity with the
35 frequency schedule in paragraph 13 above. Thereafter, if CONTRACTOR desires to change the
36 work schedule, it shall be submitted to the designated representative for approval no less than 30
37 days prior to its taking effect at any facility. Facility inspections by COUNTY will be performed
38 based on the approved schedule. **Work scheduled to be performed but not completed may be**
39 **subject to deductions as set forth in paragraph 19 and 20 below.**
40

41 16. FACILITY CHANGES.
42

43 In the event facilities are added to or deleted from the scope of work during the term of this
44 Agreement, or in the event of changes to the Frequency Schedules (Exhibit D) CONTRACTOR's
45 work schedule and COUNTY's payment obligations will be adjusted accordingly. Additions ,

1 deletions and changes to the Frequency Schedules will be accomplished only by amendment to
2 this Agreement with the concurrence of COUNTY and CONTRACTOR.

3
4 17. COMMUNICATIONS FROM COUNTY EMPLOYEES.

5
6 CONTRACTOR shall instruct all employees of CONTRACTOR that they shall not respond to
7 questions, suggestions or instructions from COUNTY employees, other than the Resource
8 Management Agency (RMA) Director or his designated representative(s). If it is determined that
9 CONTRACTOR has taken direction by responding to questions, suggestions or instructions
10 from COUNTY employees, other than the RMA Director or his designated representative(s), and
11 that as a result, work required under this Agreement is incomplete or unsatisfactory, the Schedule
12 of Deductions shall apply. Deductions shall start on the day CONTRACTOR took direction
13 from COUNTY employees other than the RMA Director or his designated representative(s).

14
15 18. COUNTY'S RIGHT TO INSPECT WORK.

16
17 RMA Director or his designated representative may make unannounced inspections at any and all
18 times during CONTRACTOR'S work hours to determine if CONTRACTOR'S services comply
19 with the terms of this Agreement. Any adverse findings shall be reported to CONTRACTOR for
20 correction in accordance with the time limits specified in paragraph 4 above. Inspections shall be
21 documented utilizing the Custodial Inspection Report Form. The original copy of the report shall
22 be presented to CONTRACTOR and COUNTY shall retain one copy. Inspections receiving an
23 overall evaluation of unsatisfactory may be subject to deductions as set forth in paragraph
24 19 and 20 below.

25
26 19. PAYMENT FOR SERVICES.

27
28 COUNTY shall pay CONTRACTOR for services rendered as follows. CONTRACTOR shall
29 submit an invoice no more often than monthly containing detail sufficient to allow COUNTY to
30 determine if all reported work was done in accordance with the terms of this Agreement.
31 COUNTY shall pay CONTRACTOR within thirty (30) days following COUNTY'S approval of
32 the amount requested. Payment shall be based on the Cost Schedule (Exhibit "A") and any
33 applicable deductions from the Schedule of Deductions (Exhibit "B"). In accordance with
34 paragraph 9 above, no payment will be made for any facility until the inspection reports
35 have been received.

36
37 20. DEDUCTIONS FOR UNSATISFACTORY WORK.

38
39 Work not completed in accordance with the requirements of this Agreement, or work not
40 performed following notification by the County as discussed in Paragraph 4 above, shall be
41 considered unsatisfactory and may be subject to a deduction in accordance with the Schedule of
42 Deductions (Exhibit "B"). Where COUNTY's inspections, conducted in accordance with
43 paragraph 17 above, or where CONTRACTOR's inspection performed in accordance with
44 paragraph 9 above, results in an overall evaluation of unsatisfactory, CONTRACTOR shall be
45 subject to a deduction in accordance with the Schedule of Deductions (Exhibit "B"). Two

consecutive overall ratings of unsatisfactory for a facility or a pattern of overall ratings of unsatisfactory may be considered a material breach of this Agreement and subject to remedy under paragraph 25 below.

21. RECORDS AND AUDIT.

CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. CONTRACTOR shall provide access to such records upon request to the Tulare County Auditor and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

22. INSURANCE.

Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in Exhibit "E" attached.

23. INDEPENDENT CONTRACTOR STATUS.

This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the required services, and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with the requirements of this Agreement.

24. INDEMNIFICATION.

CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for

1 CONTRACTOR's failure to provide form DE-542, when applicable. This indemnification
2 obligation shall continue beyond the term of this Agreement as to any acts or omissions
3 occurring under this Agreement or any extension of this Agreement.

4
5 25. TERMINATION.

6
7 (a) Without Cause: COUNTY will have the right to terminate this Agreement without
8 cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this
9 provision, specifying the date of termination. COUNTY will pay to the CONTRACTOR the
10 compensation earned for work performed and not previously paid for by the date of termination.
11 COUNTY will not pay lost anticipated profits or other economic loss. The payment of such
12 compensation is subject to the restrictions on payment of compensation otherwise provided in
13 this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans,
14 specifications and estimates, and other documents prepared by CONTRACTOR in accordance
15 with this Agreement. No sanctions will be imposed.

16
17 (b) With Cause: This Agreement may be terminated by either party should the other
18 party:

- 19 (1) be adjudged a bankrupt, or
20 (2) become insolvent or have a receiver appointed, or
21 (3) make a general assignment for the benefit of creditors, or
22 (4) suffer any judgment which remains unsatisfied for 30 days, and which would
23 substantively impair the ability of the judgment debtor to perform under this Agreement, or
24 (5) materially breach this Agreement.

25
26 For any of the occurrences except item (5), termination may be effected upon written
27 notice by the terminating party specifying the date of the termination. Upon a material breach,
28 the Agreement may be terminated following the failure of the defaulting party to remedy the
29 breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice
30 specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-
31 defaulting party may terminate the agreement on further written notice specifying the date of
32 termination. If the nature of the breach is such that it cannot be cured within a FIVE (5) day
33 period, the defaulting party may, submit a written proposal within that period which sets forth a
34 specific means to resolve the default. If the non-defaulting party consents to that proposal in
35 writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately
36 embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting
37 party may terminate upon written notice specifying the date of termination. COUNTY will pay
38 to the CONTRACTOR the compensation earned for work performed and not previously paid for
39 to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss,
40 nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of
41 or resulting from such termination. If the expense of finishing the CONTRACTOR's scope of
42 work exceeds the unpaid balance of the Agreement, the CONTRACTOR must pay the difference
43 to the COUNTY. The payment of such compensation is subject to the restrictions on payment of
44 compensation otherwise provided in this Agreement, and is conditioned upon receipt from
45 CONTRACTOR of any and all plans, specifications and estimates, and other documents

1 prepared by CONTRACTOR by the date of termination in accordance with this Agreement.
2 Sanctions taken will be possible rejection of future proposals based on specific causes of non-
3 performance.
4

5 (c) Effects of Termination: Expiration or termination of this Agreement shall not
6 terminate any obligations to indemnify, to maintain and make available any records pertaining to
7 the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-
8 termination contract activities. Where CONTRACTOR's services have been terminated by the
9 COUNTY, said termination will not affect any rights of the COUNTY to recover damages
10 against the CONTRACTOR.
11

12 (d) Suspension of Performance: Independent of any right to terminate this Agreement,
13 the authorized representative of COUNTY for which CONTRACTOR's services are to be
14 performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in
15 response to health, safety or financial emergency, or failure or refusal by CONTRACTOR to
16 comply with the provisions of this Agreement, until such time as the cause for suspension is
17 resolved, or a notice of termination becomes effective.
18

19 26. ENTIRE AGREEMENT REPRESENTED.

20
21 This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to
22 its subject matter and no prior oral or written understanding shall be of any force or effect. No
23 part of this Agreement may be modified, waived or repealed without the written consent of both
24 parties.
25

26 27. HEADINGS.

27
28 Section headings are provided for organizational purposes only and do not in any manner affect
29 the scope, meaning or intent of the provisions under the headings.
30

31 28. NOTICES:

32
33 Except as may be otherwise required by law, any notice given shall be written and shall be either
34 personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid
35 and addressed as follows:
36

37 **COUNTY:** Resource Management Agency
38 County of Tulare
39 5961 S. Mooney Boulevard
40 Visalia, CA 93291
41 (Phone No: (559)733-6291)
42 (Fax No.: (559)730-2653)
43

44 **CONTRACTOR:** Environment Control
45 P.O. Box 6445

1 Visalia, CA 93290
2 (Phone No: (559)732-6676)
3 (Fax No: (559)732-6690)
4
5

6 Notice delivered personally or sent by facsimile transmission is deemed to be received
7 upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the
8 date of mailing. Either party may change the above address by giving written notice pursuant to
9 this paragraph.

10
11 29. CONSTRUCTION.

12
13 This Agreement reflects the contributions of both parties and accordingly the provisions of Civil
14 Code section 1654 shall not apply to address and interpret any uncertainty.

15
16 30. BONDS

17
18 During the entire term of this Agreement, CONTRACTOR shall furnish and maintain in force a
19 performance bond in the amount of \$20,370 (10% of the total contract amount), and a payment
20 bond in the amount of \$101,850 (50% of the total contract amount), both in a form acceptable
21 to COUNTY.

22
23 31. NO THIRD PARTY BENEFICIARIES INTENDED.

24
25 Unless specifically set forth, the parties to this Agreement do not intend to provide any other
26 party with any benefit or enforceable legal or equitable right or remedy.

27
28 32. GOVERNING LAW.

29
30 This Agreement shall be interpreted and governed under the laws of the State of California
31 without reference to California conflicts of law principles. Any litigation arising out of this
32 Agreement shall be brought in Tulare County California. CONTRACTOR waives the removal
33 provisions of California code of Civil Procedure Section 394.

34
35 33. WAIVERS.

36
37 The failure of either party to insist on strict compliance with any provision of this Agreement
38 shall not be considered a waiver of any right to do so, whether for that breach or any subsequent
39 breach. The acceptance by either party of either performance or payment shall not be considered
40 to be a waiver of any preceding breach of the Agreement by the other party.

1 34. EXHIBITS AND RECITALS.

2
3 The Recitals and Exhibits "A", "B", "C", "D" and "E" to this Agreement are fully incorporated
4 into and are integral parts of this Agreement. **Each Exhibit shall be initialed by both parties**
5 **to this Agreement.**

6
7 35. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY.

8
9 This Agreement is subject to all applicable laws and regulations. If any provision of this
10 Agreement is found by any court or other legal authority, or is agreed by the parties, to be in
11 conflict with any code or regulation governing its subject, the conflicting provision shall be
12 considered null and void. If the effect of nullifying any conflicting provision is such that a
13 material benefit of the Agreement to either party is lost, the Agreement may be terminated at the
14 option of the affected party. In all other cases the remainder of the Agreement shall continue in
15 full force and effect.

16
17 36. FURTHER ASSURANCES.

18
19 Each party agrees to execute any additional documents and to perform any further acts which
20 may be reasonably required to effect the purposes of this Agreement.

21
22 37. ASSURANCES OF NON-DISCRIMINATION.

23
24 CONTRACTOR expressly agrees that it will not discriminate in employment or the provision of
25 services on the basis of any characteristic or condition upon which discrimination is prohibited
26 by state or federal law or regulation.

27
28 38. DISPLACED JANITOR OPPORTUNITY ACT.

29
30 CONTRACTOR shall comply with the requirements of the Displaced Janitor Opportunity Act
31 Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the Labor Code.

32
33 39. TERM.

34
35 This Agreement shall become effective on the first of the month following the date first above
36 written and shall have a term of three years unless otherwise terminated in accordance with the
37 provisions of paragraph 24.

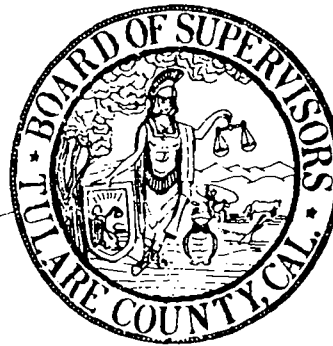
1 THE PARTIES, having read and considered the above provisions, indicate their
2 agreement by their authorized signatures below.

3
4 COUNTY OF TULARE

5
6 BY Connie Conway
7
8 Chairman, Board of Supervisors
9

10
11 ATTEST: C. BRIAN HADDIX
12 COUNTY ADMINISTRATIVE
13 OFFICER/CLERK
14 BOARD OF SUPERVISORS

15
16 By C. Brian Haddix
17 Deputy Clerk
18
19
20
21
22
23
24



25 CONTRACTOR

26
27
28 BY Jim Hoyer
29 TITLE President
30

31 Approved as to Form
32 County Counsel

33
34 By _____
35 Deputy
36
37
38
39

COST SCHEDULE

(Exhibit "A")

AREA 3

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>AMOUNT PER MONTH</u>
EARLIMART	LIBRARY	\$ 120.00
TIPTON	LIBRARY	\$ 120.00
TULARE	MUNICIPAL COURT	\$ 710.00
TULARE	DENTAL CLINIC	\$ 400.00
TULARE	TULARE WORKS/PSS	\$ 1,500.00
TULARE	HILLMAN ANNEX	\$ 580.00
TULARE	MORGUE/CRIME LAB	\$ 225.00
TULARE	HILLMAN HLTH (1 ST FLR)	\$ 1,500.00
TULARE	HILLMAN HLTH (2ND FLR)	\$ 500.00
TULARE	HILLMAN PHARMACY	\$ 200.00
TULARE	HILLMAN LAB ****	
TULARE	SPECIALTY CLINIC	\$ 370.00
TULARE	MENTAL HEALTH	\$ 170.00
TULARE	HILLMAN DAY STAFF (2) **	\$ 3,720.00
TULARE	ENV QUALITY TRAILER	\$ 100.00
TULARE	CWS	\$ 1,520.00
TULARE	MCH	\$ 1,825.00
TULARE	(WIB) #1	\$ 425.00
TULARE	(WIB) #2	\$ 200.00
TULARE	(WIB) #3	\$ 150.00
TULARE	JUVENILE PROBATION	\$ 140.00
TULARE	AG FACILITY	\$ 2,500.00

** Includes two full time day staff personnel

**** Cost included with the cost of the day staff

AREA 3: TOTAL AMOUNT DUE PER MONTH **\$ 16,975.00**

(In Words) SIXTEEN THOUSAND NINE HUNDRED SEVENTY FIVE AND 00/100

INITIALS

County _____

Contractor 

(Exhibit "A")

SCHEDULE OF DEDUCTIONS

(Exhibit "B")

AREA 3

FACILITY/DEPT	COST/MONTH	DAILY DEDUCTION
EARLIMART LIBRARY	\$ 120.00 x 1/22 =	\$ 5.45
TIPTON LIBRARY	\$ 120.00 x 1/22 =	\$ 5.45
TULARE MUNICIPAL COURT	\$ 710.00 x 1/22 =	\$ 32.27
TULARE DENTAL CLINIC	\$ 400.00 x 1/22 =	\$ 18.18
TULARE TULARE WORKS/PSS	\$ 1,500.00 x 1/22 =	\$ 68.18
TULARE HILLMAN ANNEX	\$ 580.00 x 1/22 =	\$ 26.36
TULARE MORGUE/CRIME LAB	\$ 225.00 x 1/22 =	\$ 10.23
TULARE HILLMAN HLTH (1 ST FLR)	\$ 1,500.00 x 1/22 =	\$ 68.18
TULARE HILLMAN HLTH (2 ND FLR)	\$ 500.00 x 1/22 =	\$ 22.73
TULARE HILLMAN PHARMACY	\$ 200.00 x 1/22 =	\$ 9.09
TULARE HILLMAN LAB		
TULARE SPECIALTY CLINIC	\$ 370.00 x 1/22 =	\$ 16.82
TULARE MENTAL HEALTH	\$ 170.00 x 1/22 =	\$ 7.73
TULARE HILLMAN DAY STAFF	\$ 3,720.00 x 1/22 =	\$ 169.09
TULARE ENV QUALITY TRAILER	\$ 100.00 x 1/22 =	\$ 4.55
TULARE CWS	\$ 1,520.00 x 1/22 =	\$ 69.09
TULARE MCH	\$ 1,825.00 x 1/22 =	\$ 82.95
TULARE (WIB) #1	\$ 425.00 x 1/22 =	\$ 19.32
TULARE (WIB) #2	\$ 200.00 x 1/22 =	\$ 9.09
TULARE (WIB) #3	\$ 150.00 x 1/22 =	\$ 6.82
TULARE JUVENILE PROBATION	\$ 140.00 x 1/22 =	\$ 6.36
TULARE AG FACILITY	\$ 2,500.00 x 1/22 =	\$ 113.64

INITIALS

County _____

Contractor *W*

(Exhibit "B")

COUNTY FACILITIES

(Exhibit "C")

AREA 3

<u>COMMUNITY</u>	<u>FACILITY/DEPARTMENT</u>	<u>ADDRESS</u>
EARLIMART	LIBRARY	780 E. WASHINGTON
TIPTON	LIBRARY	301 E. WOODS
TULARE	MUNICIPAL COURT	425 E. KERN
TULARE	DENTAL CLINIC	458 E. O'NEAL
TULARE	TULARE WORKS/PSS	458 E. O'NEAL
TULARE	HILLMAN ANNEX	1150 S. "K"
TULARE	MORGUE/CRIME LAB	1225 S. "O"
TULARE	MCH	115 E. TULARE AVE
TULARE	HILLMAN HEALTH (1 st FLR)	1062 S. "K"
TULARE	HILLMAN HEALTH (2 nd FLR)	1062 S. "K"
TULARE	HILLMAN PHARMACY	1062 S. "K"
TULARE	HILLMAN LAB	1062 S. "K"
TULARE	SPECIALTY CLINIC	1062 S. "K"
TULARE	MENTAL HEALTH	1062 S. "K"
TULARE	ENV QUALITY TRAILER	1062 S. "K"
TULARE	CWS	160 N. "L" ST
TULARE	WIB - Site 1	1249 & 1263 N. CHERRY
TULARE	WIB - Site 2	1203 & 1217 N. CHERRY
TULARE	WIB - Site 3	1231 N. CHERRY
TULARE	JUVENILE PROBATION	120 N. "L"
TULARE	AG FACILITY	4437 S. LASPINA ST

INITIALS

County _____

Contractor *AL*

(Exhibit "C")

FREQUENCY SCHEDULES

(Exhibit "D")

AREA 3

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>D</u>	<u>AD</u>	<u>TW</u>	<u>W</u>	<u>SM</u>	<u>TR</u>	<u>M</u>	<u>BM</u>	<u>Q</u>	<u>E4</u>
EARLIMART	LIBRARY			1AB		2		3,4AB	5	6	
TIPTON	LIBRARY			1AB		2		3,4AB	5	6	
TULARE	MUNI COURT	1AB		2		3		4AB	5	6	
TULARE	DENTAL CLINIC	1AB			2	3	3A	4AB	5	6	
TULARE	TULARE WKS/PSS	1AB			2	3	3A	4AB	5	6	
TULARE	HILLMAN ANNEX	1AB			2	3		4AB	5	6	
TULARE	MORGUE	1A		1B,2				3,4AB		6	5
TULARE	HILLMAN HLTH (1 ST FLOOR)	1AB			2	3	3A	4AB	5	6	
TULARE	HILLMAN HLTH (2 ND FLOOR)	1AB			2	3	3A	4AB	5	6	
TULARE	HILLMAN PHRMCY	1AB			2	3	3A	4AB	5	6	
TULARE	HILLMAN LAB	1AB			2	3		4AB	5	6	
TULARE	SPECIALTY CLINIC	1AB			2	3	3A	4AB	5	6	
TULARE	ENV. QUALITY (TRAILER)	1AB			2	3		4AB	5	6	
TULARE	CWS	1AB			2	3		4AB	5	6	
TULARE	MCH	1AB			2	3	3A	4AB	5	6	
TULARE	WIB - Site 1	1AB			2	3		4AB	5	6	
TULARE	WIB - Site 2	1AB			2	3		4AB	5	6	
TULARE	WIB - Site 3	1AB			2	3	4AB	5	6		
TULARE	JUVENILE PROB		1AB					3,4AB	5	6	
TULARE	AG FACILITY	1AB			2	3		4AB	5	6	***

*** NOTE: Facility requires a separate inspection and report for each Department within the facility for each inspection cycle.

INITIALS

County _____

Contractor

(Exhibit "D")

INSURANCE REQUIREMENTS

(Exhibit "E")

CONTRACTOR/COMPANY 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/COMPANY his agents, representatives, employees or subcontractors, if applicable.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000.00 combined single limit per occurrence.
 - a. Names the COUNTY, their officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
 - c. Provides that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice has been given to the County.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000.00 per occurrence, combined single limit.
 - a. Names the COUNTY, their officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
3. Workers' Compensation and Employer's Liability Insurance as required by law. Insurer shall agree to waive all rights of subrogation against the COUNTY, its officers, officials, employees, agents and volunteers for losses arising out of activities which are the subject of this Agreement.

INITIALS

County _____

Contractor *JS*

(Exhibit "E")

INSURANCE REQUIREMENTS

(Exhibit "E")

4. Professional Insurance of \$1,000,000.00. (licensed professionals, attorneys, doctors, etc.)

B DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention that exceeds \$50,000.00 must be approved by the COUNTY Risk Manager.

C 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:V" from a company admitted to do business in California.

D. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by CONTRACTOR/COMPANY and the COUNTY, the CONTRACTOR/COMPANY shall file with COUNTY a certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. COUNTY reserve the right to require certified copies of all required insurance policies at any time.

INITIALS

County _____

Contractor 

(Exhibit "E")

