AGREEMENT

THIS AGREEMENT is entered into as of June 24, 2008, between the Tulare County Redevelopment Agency, referred to as COUNTY, and Community Services and Employment Training, (CSET) referred to as CONTRACTOR, with reference to the following:

WITNESSETH:

A. WHEREAS, the COUNTY desires to construct curb, gutter and sidewalk improvements with funding from the Safe Routes to School Grant program, here after referred to as (SRTS), these improvements will be constructed in the community of Orosi commencing on Road 126 from Avenue 419 to Avenue 422 within the County of Tulare, referred to as PROJECT.

B. WHEREAS, the COUNTY wishes to enter into a professional services agreement with the CONTRACTOR for purposes of implementing the PROJECT mentioned above utilizing SRTS grant funds.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective upon the award of the SRTS grant funds to the Tulare County Redevelopment Agency and shall expire upon completion of project.

2. SERVICES:
   a. CONTRACTOR will provide labor services, in accordance with the SCOPE OF WORK, attached as Exhibit A.
   b. COUNTY will:
      i. Provide access to all information and data in connection with the engineering services upon request, including, but not limited to, pertinent maps, reports, legal information, improvement standards, rights-of-way, restrictions, and easements.
      iv. Manage and facilitate all negotiations with owners in connection with land and/or easement acquisition.
      v. Hold all required special meetings; serve all public and private notices.

3. PAYMENT FOR SERVICES: The COUNTY shall pay CONTRACTOR a sum not to exceed $262,002.78 for services provided pursuant to this Agreement subject to the following conditions:

   a. The SCOPE OF WORK: Compensation will be based upon bi-weekly invoices submitted to the COUNTY.

   b. COST AND PRICING DATA: The CONTRACTOR and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for this or any subsequent negotiated agreement, lower tier sub-agreement, or amendments are based on current, accurate, and complete data supported by their books and records. If the COUNTY or funding agencies determines that any price (including profit) negotiated in connection with this Agreement, any lower tier sub-agreement, or any amendment there under was increased by any significant sums because the data provided was incomplete,

inaccurate, or not current at the time of submission, the price or cost of profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Dispute Resolution section of this Agreement.

c. General Conditions

i. The SRTS funds available for this program are dependent upon the award of grant funds.

ii. All changes in the PROJECT budget will be subject to the constraints published in the SRTS guidelines associated with this Agreement or the latest amendment thereto.

iii. The compensation to be paid to CONTRACTOR under this Agreement pursuant to the budget set forth above will be withheld, reduced or eliminated for any inability to provide services, whether such an inability is due to CONTRACTOR activities or other activities or circumstances beyond the control of the CONTRACTOR

iv. By the fifteenth day of the second month of the PROJECT and monthly thereafter, CONTRACTOR shall submit monthly invoice statements stating the services provided and the charges of the previous month.

v. All invoices will be submitted to the Community Development and Redevelopment Division for approval prior to payment by the Auditor's Office. Invoices shall be in the form and contain the information requested by the COUNTY and shall be subject to approval by the COUNTY. COUNTY will endeavor to make payments within thirty (30) days of receipt of approved invoice. COUNTY will endeavor to notify the CONTRACTOR of any objections, questions, or complaints regarding any particular invoice, or if the COUNTY discovers an invoice that has an error, within fifteen (15) days of receipt of such invoice. If the COUNTY determines that any amounts were improperly billed and/or paid the CONTRACTOR or CONTRACTOR was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice. CONTRACTOR shall be entitled to an explanation of any such adjustments upon request. No interest or penalties shall accrue for late payments.

d. CONTRACTOR shall submit to the Community Development and Redevelopment Division of the Tulare County Resource Management Agency, monthly reports on the progress of the PROJECT. Progress in the performance of the contract shall be measured in relation to the terms and conditions specified in the STANDARD AGREEMENT.

e. Within forty-five (45) days after completion of the entire PROJECT, CONTRACTOR shall provide a written report and a final invoice to the COUNTY with a summary of CONTRACTOR services and work performed under this Agreement and a summary of charges as a result of this Agreement. Any claim for payment or adjusted compensation not invoiced by the CONTRACTOR by this date shall be considered waived and shall not be recompensed. Within thirty (30) days of COUNTY approval of the final invoice and report, the COUNTY will endeavor to pay CONTRACTOR the remaining amount owed CONTRACTOR as supported by bills and receipts or CONTRACTOR shall repay the COUNTY any overpayment paid to CONTRACTOR pursuant to this Agreement. However, in no event shall the COUNTY be obligated to pay CONTRACTOR more than a total of $262,002.78 pursuant to this Agreement. If any of the work or activities provided under this

Agreement shall be determined to be ineligible for payment under the guidelines of SRTS, then CONTRACTOR shall reimburse the COUNTY the amounts paid for such ineligible services within thirty days (30) of notification by the COUNTY.

4. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, Federal and State income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

5. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County 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.

6. MONITORING: COUNTY shall monitor the CONTRACTOR during the term of this Agreement for compliance with any or all applicable requirements.

7. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Secretary of the Board of Directors evidence of the required insurance as set forth in the INSURANCE REQUIREMENTS, attached as Exhibit B.

8. INDEPENDENT CONTRACTOR STATUS:

a. 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.

b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have the right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required Federal and State taxes. In particular, COUNTY will not:

i. Withhold FICA (Social Security) from CONTRACTOR 'S payments.

ii. Make State or Federal unemployment insurance contributions on CONTRACTOR 'S behalf.

iii. Withhold State or Federal income tax from payments to CONTRACTOR.

iv. Make disability insurance contributions on behalf of CONTRACTOR.

v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

c. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

9. 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, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

8. CONFLICT OF INTEREST:

b. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of COUNTY in which such officer, employee, or CONTRACTOR has a direct or indirect financial interest. A violation can occur if the public officer, employee or CONTRACTOR participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

c. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. TERMINATION:

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

b. With Cause: This Agreement may be terminated by either party should the other party:

i. Be adjudged a bankrupt; or

ii. Become insolvent or have a receiver appointed; or

iii. Make a general assignment for the benefit of creditors; or

iv. Suffer any judgment which remains unsatisfied for thirty (30) days; and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or

v. Materially breach this Agreement. Material breach includes but is not limited to CONTRACTOR failing to perform obligations under this Agreement.

For any of the occurrences except "item v," termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONTRACTOR'S scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

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

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

10. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

11. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12. NOTICES:

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

COUNTY:
William L. Hayter, Assistant Director
Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: (559) 733-6291
Fax No.: (559) 730-2653
Fax No.: (559) 730-2591

With A Copy To:
Scott Cochran, Division Manager
Capital Improvement Projects
Resource Management Agency
5961 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: (559) 733-6291

CONTRACTOR:
Carolyn Rose
Community Services Employment Training (CSET)
P. O. Box 1350
Phone No.: (559) 732-4194
Fax No.: (559) 733-3971

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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

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

14. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California. CONTRACTOR waives the removal provisions of California Code of Civil Procedure section 394.

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

17. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

18. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

19. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purposes of this Agreement.

20. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR 'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

22. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

23. UNEMPLOYMENT INSURANCE COMPLIANCE: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete DE Form 542. Failure to provide the required information may, at COUNTY'S option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

24. GOALS: The CONTRACTOR acknowledges that the STANDARD AGREEMENT requires the COUNTY to meet certain goals and requirements. The CONTRACTOR agrees to be bound by the same goals and requirements of the STANDARD AGREEMENT, as is the COUNTY.

25. REVERSION OF ASSETS: Upon expiration of this Agreement, if CONTRACTOR has any Program funds on hand, as well as any accounts receivable, attributable to SRTS funds, they must be transferred to the COUNTY. Any real property acquired with SRTS funds must also be transferred to the COUNTY upon expiration of this Agreement.

26. PROFESSIONAL MANNER: CONTRACTOR shall provide the services contemplated by the Agreement in a professional manner and quality satisfactory to the County. In a dispute as to performance under this provision, the Director of the County Resource Management Agency shall make the final decision as to the acceptability of the services provided.

27. COUNTY PROPERTY: All finished or unfinished documents, data, studies, computer programs, methodical explanations, surveys, plans drawings, maps, models, photographs, and reports prepared by CONTRACTOR under the Agreement shall be considered the property of the County. Upon the completion of the services to be performed or upon termination of the Agreement, these materials shall be turned over to the County, provided that in any case CONTRACTOR may, at no additional expense to the County, make and retain copies thereof as it desires. CONTRACTOR further agrees to keep those materials, which may not be public records under the laws of the State of California, confidential.

28. IMPROPER USE OF FUNDS: CONTRACTOR shall hold harmless, defend and indemnify COUNTY from any liability, action or losses incurred by COUNTY as a result of CONTRACTOR'S improper use of funds under this Agreement.

29. CLOSE-OUTS: CONTRACTOR'S obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records.

30. FUNDING CLAUSE: CONTRACTOR acknowledges that the COUNTY is dependent upon certain Federal and State funding to pay for the PROJECT provided for in this Agreement. CONTRACTOR acknowledges that the Cutler-Orosi Unified School District has applied for SRTS funding and has requested the COUNTY to administer the grant if awarded, but the COUNTY has not received an award for this project at the time this Agreement is executed. If for any reason, the COUNTY is not awarded SRTS funding, this Agreement is null and void and the CONTRACTOR is not entitled to any compensation or damages. If the COUNTY is awarded the SRTS funding from CALTRANS to finance a PROJECT, this Agreement will become effective. If such funding is discontinued or reduced, COUNTY may exercise its sole discretion to reduce the amount of PROJECT funds or terminate the Agreement by giving the CONTRACTOR 30 calendar days notice of the reduction or termination.

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

COUNTY OF TULARE:

By _____
Chairman, Board of Supervisors
"County"

ATTEST:
Jean Rousseau
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy

Approved as to form:
Kathleen Bales-Lange, Tulare County Counsel

By _____
Deputy

CONTRACTOR:

Date: 6-6-08

By: Carla Lee

Title: Exec. Dir.

Date: _____

By: _____

Title: _____
"CONTRACTOR"

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: _____ 2008984
Deputy

Date: 6/5/08

community

CSET Board Of Directors
Resolution

Whereas, the CSET Board of Directors is the governing body for Community Services & Employment Training, Inc. (CSET), a private nonprofit corporation doing business in the State of California, and

Whereas, the CSET Board of Directors has designated Carolyn Rose as the Executive Director and official representative of CSET, and

Whereas, the CSET Board of Directors authorizes the Executive Director to submit applications and enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of CSET.

Now, therefore, be it resolved that Carolyn Rose is authorized to sign all proposals, contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to CSET programs.

This resolution is in full force and effect for one year as of the date signed and will be renewed annually thereafter.

Signed: _____ Date: 3/12/08
Board Chairperson

Signed: _____ Date: April 21, 2008
Board Secretary

Attest: _____ Date: _____
Executive Director

312 N.W. 3rd Avenue
Visalia, CA 93291
Mail to:
P.O. Box 1350
Visalia, CA
93279-1350
Phone
(559) 732-4194
Fax
(559) 733-3971
www.cset.org
Goshen
(559) 651-1030
Earlimart
(661) 849-3505
Porterville
(559) 788-1440
Tulare
(559) 684-1987
Cutler/Orosi
(559) 528-1095
Dinuba
(559) 591-0656
Pixley
(559) 757-1601
Lindsay
(559) 562-6458
Woodlake
(559) 564-[illegible]

EXHIBIT B – 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 or subcontractors, if applicable.

a) Minimum Scope & Limits of Insurance

1) Coverage at least as broad as Commercial General Liability Insurance of$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less then $2,000,000.

2) Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence.

3) Workers' Compensation and Employer's Liability Insurance as required by law.

4) Professional Errors and Omissions Insurance of $1,000,000.

b) Specific Provisions of the Certificate

1) The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must meet the following requirements:

i) Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

ii) State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.

iii) Provide that coverage shall not be suspended, voided, canceled, reduced In coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

2) The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

i) *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extend these damages are covered by the workers compensation and employers liability.*

c) Deductibles and Self-Insured Retentions

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 (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

e) Verification of Coverage

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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT A – SCOPE OF WORK

CONTRACTOR proposes installation of 1,970 linear feet (lf) of curb, and gutter and 1,970 lf of sidewalk per plans and specifications along Road 126 from Avenue 419 to Avenue 422, to include:

- Form, pour and broom finish concrete per plans and specifications provided by the County.
- Install new concrete drive approaches where noted.
- Install new ADA curb ramps where noted.
- Install channel through walk as noted.
- Install sand and compaction as needed.
- Install new curb and gutter as needed.

CONTRACTOR agrees to:

- Provide labor and materials.
- Provide tools and equipment in its inventory to accomplish the task.
- Provide corps transportation to and from jobsite.
- Provide traffic control as directed by the County.
- Provide qualified on-site supervision.

COUNTY agrees to:

- Provide a project manager to coordinate with CSET field supervisor.
- Provide permits and inspections as needed.
- Coordinate with CSET field supervisor to establish grade and flow lines.
- Provide dump truck and equipment hauler.
- Provide all equipment and supplies that are not in CONTRACTOR inventory and deemed necessary for the project by Project Manager.
- Provide direct pay of any unanticipated rentals and supplies with prior authorization from COUNTY.
- Pay CSET $262,002.78 invoiced at bi-weekly increments.

community

Proposal

County of Tulare

Steve Horton, Capital Projects Coordinator
5961 South Mooney Blvd
Visalia, CA 93277
(559) 733-6653 x4302
mailto:Shorton@co.tulare.us

CSET proposes installation of 1,205 LF of curb and gutter and 800 LF of sidewalk per plans and specifications along Ave 419 from Rd 126 to SR 63, to include:

- Form, pour and broom finish concrete per plans and specifications provided by the County.
- Install new concrete drive approaches where noted.
- Install new ADA curb ramps where noted.
- Relocate fence lines as noted.
- Install channel through walk as noted.
- Install sand and compaction as needed
- Install new curb and gutter as needed.

CSET agrees to:

- Provide materials and labor.
- Provide tools and equipment in its inventory to accomplish the task.
- Provide corps transportation to and from jobsite.
- Provide traffic control as directed by the County.
- Provide qualified on site supervision.
- Provide license and insurance bonds as may be required by CLIENT.

County of Tulare agrees to:

- Provide a person to coordinate with CSET field supervisor.
- Provide permits and inspections as needed.
- Coordinate with CSET field supervisor to establish grade and flow lines.
- Provide dump truck and equipment hauler.
- Provide all equipment and supplies that are not in CONTRACTOR inventory and deemed necessary for the project by Project Manager.
- Provide direct pay of any unanticipated rentals and supplies with prior authorization from COUNTY.
- Pay CSET $158,190.36 invoiced at bi-weekly increments. Allow initial mobilization cost of 10% to be invoiced in advance, and the balance billed in bi-weekly progress payments over 13 months from start date. Or, the balance due on completion. Whichever is sooner.

We propose to perform the above work from 5/08 through 6/09. Dates may be adjusted if both parties agree.

This proposal makes NO provision for prevailing wages.

This proposal is not an agreement. It is a tool to gather information to be used for a contract between parties. By signing this proposal you are authorizing CSET to prepare a contract based on the above information.

Submitted by:
Dave Carpenter
CSET Work Projects Coordinator
P.O. Box 1350
Visalia, CA 93279
732-4194 ext 643
dave.carpenter@cset.org

Accepted by: _____

Title_____

Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2007

PRODUCER (559)733-7272 FAX: (559)733-5612
Lewis and Associates
700 West Center
License #0797015
Visalia CA 93291

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Community Services & Employment Training, Inc.
P.O. Box 1350
Visalia CA 93279

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Nonprofits Ins. Alliance	
INSURER B State Compensation Ins	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC	200703756NPO	7/1/2007	7/1/2008	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	200703756UMBNPO	7/1/2007	7/1/2008	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	163298007	7/1/2007	7/1/2008	WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The County of Tulare, Its officers, Agents, Employees and Volunteers, Individually and Collectively, as Additional Insureds. Such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by County shall be excess, per Form CG2026 under the Commercial General Liability coverage. 10-Day Cancellation Notice Non-Payment of Premium.
Reference vocational education program.

CERTIFICATE HOLDER

County of Tulare
Resource Management Agency
Atn: Bill Hayter
5961 S. Mooney Blvd.
Visalia, CA 93277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE
Connie Sue Collins/CC

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community

Proposal

County of Tulare

Steve Horton, Capital Projects Coordinator
5961 South Mooney Blvd
Visalia, CA 93277
(559) 733-6653 x4302
mailto:Shorton@co.tulare.us

CSET proposes installation of 1,970 LF of curb and gutter and 1,970 LF of sidewalk per plans and specifications along Rd 126 from Ave 419 to Ave 422, to include:

- Form, pour and broom finish concrete per plans and specifications provided by the County.
- Install new concrete drive approaches where noted.
- Install new ADA curb ramps where noted.
- Relocate fence lines as noted.
- Install channel through walk as noted.
- Install sand and compaction as needed
- Install new curb and gutter as needed.

CSET agrees to:

- Provide materials and labor.
- Provide tools and equipment in its inventory to accomplish the task.
- Provide corps transportation to and from jobsite.
- Provide traffic control as directed by the County.
- Provide qualified on site supervision.
- Provide license and insurance bonds as may be required by CLIENT.

County of Tulare agrees to:

- Provide a person to coordinate with CSET field supervisor.
- Provide permits and inspections as needed.
- Coordinate with CSET field supervisor to establish grade and flow lines.
- Provide dump truck and equipment hauler.
- Provide all equipment and supplies that are not in CONTRACTOR inventory and deemed necessary for the project by Project Manager.
- Provide direct pay of any unanticipated rentals and supplies with prior authorization from COUNTY.
- Pay CSET $262,002.78 invoiced at bi-weekly increments. Allow initial mobilization cost of 10% to be invoiced in advance, and the balance billed in bi-weekly progress payments over 13 months from start date. Or, the balance due on completion. Whichever is sooner.

We propose to perform the above work from 5/08 through 6.09. Dates may be adjusted if both parties agree.

This proposal makes NO provision for prevailing wages.

This proposal is not an agreement. It is a tool to gather information to be used for a contract between parties. By signing this proposal you are authorizing CSET to prepare a contract based on the above information.

Submitted by:
Dave Carpenter
CSET Work Projects Coordinator
P.O. Box 1350
Visalia, CA 93279
732-4194 ext 643
dave.carpenter@cset.org

Accepted by: _____

Title _____

Date: _____