

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Machado Environmental Corporation with an address at 2219 Broadview Drive, Glendale, California, 91208 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**WHEREAS**, CONTRACTOR agrees to provide services as outlined in the Scope of Work dated March 1, 2016 (hereafter Exhibit A).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Dan Reid at phone number (805) 681-5173 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tom Gillotte at phone number (818) 249-3620 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:      Dan Reid, Assistant Deputy Director  
                         Santa Barbara County Public Health  
                         300 N. San Antonio Road  
                         Santa Barbara, CA 93110

To CONTRACTOR:      Tom Gillotte, Senior Account Manager  
                         Machado Environmental Corporation  
                         2219 Broadview Drive  
                         Glendale, CA 91208

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance on April 19, 2016 and end performance upon completion, but no later than December 31, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social

Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use

such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### 30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### 31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### 32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### 33. **PREVAILING WAGE RATES**

CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at General Services, Capital Projects Office, 1105 Santa Barbara Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>. The CONTRACTOR shall post applicable prevailing wage rates at each job site.

### 34. **REGISTRATION**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### 35. **CONTRACTOR'S LICENSE**

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor's State License Board at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Agreement for Services of Independent Contractor between the County of Santa Barbara and Machado Environmental Corp.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona H. Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Takashi Wada, MD, MPH  
Director / Deputy Health Officer

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

Tom Gillotte, Senior Account Manager

By: \_\_\_\_\_  
Authorized Representative

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

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management



## EXHIBIT A



# Machado

1 800 358-3828

2219 Broadview Drive, Glendale CA 91208 lic # 719286

March 1, 2016

**Job Location:**

Santa Barbara County Public Health Department  
Building 4  
345 Camino Del Remedio  
Santa Barbara, CA 93110

**Purchaser:**

Santa Barbara County Public Health Department  
325 Camino Del Remedio  
Santa Barbara, CA 93110  
Attention: Jesse Barraza  
805-755-3128  
[jesus.barrazacorona@sbcpd.org](mailto:jesus.barrazacorona@sbcpd.org)

**Subject:** Cleaning the 4 air conditioning systems serving the main building.

Thank you for requesting our proposal for cleaning the air conditioning systems serving Building 4. As the following photographs show, the systems have accumulated a very heavy buildup of dirt and dust over the years. They definitely need to be thoroughly cleaned.



This shows one of the air handlers that serve the building. The other units are smaller but are in similar condition.



We opened the systems to check the conditions inside.

The systems have been in service for many years, and have accumulated a heavy buildup of dirt.



This shows the dirt buildup on the blower blades.



The cooling coils are also getting dirty, which reduces efficiency and increases energy costs.



The interior walls of the air handlers are lined with fiberglass insulation. This fiberglass liner is deteriorating, which also needs to be addressed as part of our scope of work.

When fiberglass deteriorates, it releases loose fiberglass fibers into the air stream supplying the building. This area is past the filters, so the loose fiberglass is drawn directly into the blower and blown into the building air.



Because fiberglass is an irritant to people's eyes, skin, nose and throat, this can sometimes result in allergy complaints from the building occupants.

As shown above, some of the fiberglass liner in the air handlers has become wet or has deteriorated to the degree that it needs to be replaced. We will remove all the access panels from the air handlers and strip out all of the wet or unsalvageable fiberglass liner. This procedure also allows us to gain access to both sides of the internal coils, as well as the blowers and condensate drain pans. These internal components will be thoroughly washed and sanitized.

Once the air handlers have been thoroughly cleaned and sanitized, we will install new fiberglass liner where the unsalvageable liner has been removed. Then, we will install a layer of Reflectix non-fiberglass insulation over all of the fiberglass liner (both new and existing) in the air handlers. Reflectix liner does not deteriorate and release loose fibers into the air stream like fiberglass does. It also does not absorb dirt and moisture, which are food sources for mold and bacteria. Instead, it creates a permanent barrier between the porous fiberglass liner and the building air. All the new liner will be firmly secured using adhesive, welded pins and duct sealer. **We will guarantee all new insulation for a period of five years.**



This photograph from one of our recent projects shows a similar air handler after we cleaned and sanitized, and installed new Reflectix non-fiberglass insulation. This is a representative example of our work.

**We guarantee all new insulation for a period of five years.**



This shows some of the ductwork on the roof.



The ducts on the roof and most of the ductwork inside the building is internally insulated, as shown here.

The internal insulation is made of fiberglass, which requires extra steps after cleaning.



This shows the poor condition of the fiberglass liner and the heavy buildup of dirt inside one of the supply air ducts.

We will clean the ducts by thoroughly brushing and vacuuming all interior surfaces. This will be done using HEPA filtered collection vacuums. This method of cleaning will ensure that all dust and dirt is removed. The HEPA filtered vacuums will prevent any of the contaminants in the systems from being blown into the building spaces during our cleaning process.

After cleaning the lined ducts, we will repair any small rips or tears we encounter in the liner and then fully encapsulate it with Design Polymeric DP-2540. This coating will completely seal the fiberglass and help prevent the release of loose fiberglass fibers for many years, and will also inhibit future mold growth on the liner surface.



This shows the extremely heavy accumulation of dirt in one of the room terminal units.



We will thoroughly clean the interior of the room terminal units, including the reheat coils.



The ceilings are a combination of concealed spline and hard lid.



There is limited access through ceiling hatches – we will work through the hatches as much as possible, however we will need to remove some ceiling tiles to fully access the ducts. We will make a “best effort” to re-install the tiles, but some may be damaged.

As we discussed onsite, ceiling repairs and patching will be done by your personnel – it is not included in this proposal.





Once the air handlers and ducts are clean, we will wash all of the diffusers and registers.

### ***General Conditions:***

1. Supervision: All work shall be supervised by a foreman having thorough knowledge and experience in cleaning air conditioning systems. The work shall be performed by experienced and qualified personnel in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and CAL/OSHA.
2. Labor and materials: Air Duct shall furnish all labor, materials, supplies, tools, equipment, supervision, transportation and any other services or items necessary to accomplish the work.
3. Existing services: The existing heating, ventilating and air conditioning systems shall be maintained to all occupied areas during the normal working week.
4. Cleaning of premises: Air Duct shall keep the job site clean of all surplus materials and debris. We shall dispose of all debris and leave area broom clean at the end of each work shift.
5. Work can be done at hours convenient to the customer so as not to interfere with existing operation. No additional costs will be charged for work done anytime (day or night) Monday through Friday. However, work that is done on Saturdays, Sundays or holidays will be subject to additional overtime charges and our price will be increased accordingly.

### ***General Specifications for Cleaning:***

1. As necessary, furnishings and equipment will be protected with plastic tarps where work is being performed.
2. Upon completion of cleaning, every interior surface will have been cleaned to a point where it is visibly free of accumulated debris and dust.

3. The work while in progress will be subject to random unannounced inspections by a representative of the Owner. As many inspections may be performed as desired to confirm and ensure that the work is being done according to these specifications.
4. Any mechanical problems discovered during the course of cleaning will be reported in writing to Owner's representative.
5. After the project has been completed, we will submit a post-project report outlining our scope of work, and which will include photographic documentation of the work that was performed.

### ***Cleaning of Four Air Handlers:***

1. All interior surfaces shall be thoroughly brushed and vacuumed clean. As practical, all non-porous surfaces shall be washed with a paint-safe mild detergent solution.
2. The interior coils will be coated with coil cleaner solution and then pressure washed from both sides. Cleaning shall be repeated until blockages are eliminated and rinse water appears clean.
3. The condensate pan shall be brushed and/or pressure washed clean of loose debris. Condensate drains shall be inspected and, if necessary, cleaned as possible.
4. The supply blowers and housings shall be scraped and wire brushed to remove any debris. They will then be cleaned with a mild, paint-safe detergent or degreaser and pressure washed. Precautions shall be taken to ensure no detergent or degreaser enters bearings.
5. The internal components of the air handlers shall be sanitized using "Oxine", an EPA registered biocide.
6. All interior dampers, screens, filter racks, etc., shall be cleaned using a stiff-bristled brush or wire brush and vacuuming; then washed with a paint-safe detergent solution and water, as practical.
7. Remove any wet or severely deteriorated fiberglass liner from the air handlers, and replace with new fiberglass of the same thickness. Cover all fiberglass liner in the air handlers (new and existing) with a layer of Reflectix non-fiberglass liner. All new liner will be firmly secured with welded pins, adhesive and duct sealer. **We will guarantee all new insulation for five years.**
8. Brush and vacuum clean the outside air screens, louvers and dampers.
9. New filters will be installed if provided by the owner at the time of our cleaning.

### ***Cleaning of Ducts:***

1. All return and supply registers and diffusers shall be removed, washed with a mild paint-safe detergent solution, and replaced.
2. Access openings shall be cut into the rigid metal ducts as necessary to completely access the interior for cleaning.
3. Flexible ducts shall be disconnected at joints, registers, etc., for cleaning. Longer duct lengths shall be cut at intervals to allow a thorough cleaning of the interior.

4. All interior surfaces of the supply and return air ducts shall be thoroughly brushed and vacuumed using HEPA filtered collection vacuums.
5. All interior dampers and turning vanes shall be thoroughly cleaned with a stiff-bristled brush and vacuuming. All manual dampers shall have their setting marked before cleaning and will be reset to original setting after cleaning.
6. Repair any rips or tears in the surface of the fiberglass liner. Encapsulate (seal-coat) the surface of all fiberglass liner with Design Polymerics DP-2540 anti-microbial coating.
7. All access openings made in metal ducts shall be sealed with galvanized sheet metal panels of the same gauge as the ducts. Panels shall be installed using duct sealer and self-tapping screws placed a maximum of four inches apart around the entire perimeter. The panel shall overlap the access opening by at least one inch on all edges. Caulking shall be neat and continuous around the perimeter. All surfaces to be caulked shall be clean of any dirt, rust, etc., that would affect sealing.
8. Access panels installed in lined metal duct shall have Reflectix Insulation attached with adhesive and/or pins. All raw edges shall be sealed to prevent fiber liberation.
9. Flexible ducts disconnected for cleaning shall be reconnected and sealed using sheet-metal screws and approved duct tape or nylon collar straps so as to be air-tight.

**Scope of Work:** Clean four air conditioning systems serving the main building (AC-3, 4, and 5, and MZ-6). Replace all the wet or severely deteriorated fiberglass liner in the air handlers with new fiberglass liner of the same thickness. Cover all new and existing fiberglass liner with Reflectix non-fiberglass insulation. All new liner will be firmly secured using adhesive, welded pins and duct sealer. Wash and sanitize the internal coils and components inside the air handlers. Brush and vacuum the supply and return air ducts using HEPA filtered vacuums. Repair and encapsulate the fiberglass duct liner with Design Polymerics DP-2540 anti-microbial coating. Wash all registers.

**Items Not Included:** No other systems are included at this time. The pharmacy system is not included per request. Ceiling repair, patching, and/or painting will be done by others and is not included.

**Job Price (all labor and materials):** **\$143,251.00**

**ADD: Exhaust fans, exhaust ducts, and registers** **\$21,937.00**

**Total, Air Conditioning and Exhaust: \$165,188.00**

Payment Terms are: UPON COMPLETION

Note: Some exhaust ducts may be internally insulated. Because the exhaust air is not recirculated back into the building, we have not included any coating work on exhaust duct liner.

*The above price includes the applicable State Prevailing Wage Rates for our work and Certified Payroll. Because there is no rate for "Duct Cleaners", we have been instructed to use the rate for Hazardous Material Handler Mechanic SC-3-5-3-2012-1 on other, similar projects. If another rate is to be used, our price will be adjusted accordingly.*

Our cleaning is guaranteed for one year. **All new insulation we install will be guaranteed for five years.**

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS Compensation Upon Completion**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$165,188.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR 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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.