

1 **AGREEMENT**

2 THIS AGREEMENT ("Agreement") is made and entered into this 25th day of February,
 3 2020, by and between the County of Fresno, a political subdivision of the State of California
 4 ("COUNTY"), and Professional Asbestos Removal Corporation, d.b.a. PARC Environmental,
 5 ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or
 6 collectively as "Parties" to this Agreement.

7 **WITNESSETH**

8 WHEREAS, the COUNTY desires to enter into an Agreement with CONTRACTOR to
 9 provide for the COUNTY's need for asbestos and lead paint abatement, hazardous waste pickup
 10 and disposal, removal and disposal of debris associated with homeless encampments, and
 11 emergency response services as provided herein; and

12 WHEREAS, the CONTRACTOR is qualified and willing to perform such services.

13 NOW, THEREFORE, in consideration of their mutual covenants, terms and conditions
 14 herein contained, the Parties agree as follows:

15 **SECTION 1. – SERVICES**

16 CONTRACTOR agrees that inclusion on this Agreement does not constitute a guarantee
 17 that CONTRACTOR shall provide any certain amount of work or services to the COUNTY under
 18 this Agreement. By executing a signature page, CONTRACTOR becomes a signatory to this
 19 Agreement, and agrees that it is party to this Agreement with the COUNTY and is bound by its
 20 terms.

- 21 A. CONTRACTOR shall perform services in accordance with the provisions set forth in this
 22 Agreement and in the Cost Proposal, Attachment A, attached hereto and incorporated
 23 herein by reference.
- 24 B. Services to be provided under this Agreement include the assessment, containment,
 25 decontamination, mitigation, removal, transportation, disposal, and stabilization of asbestos
 26 and lead containing material and related projects.
- 27 C. CONTRACTOR must have the ability to assess asbestos containing building materials
 28 (ACM) at various sites throughout the County. CONTRACTOR's responsibilities include but

1 are not limited to: procuring inspection services from an outside vendor for facilities and
2 property for ACM to the satisfaction of the County, sampling suspect materials to identify
3 the presence of ACM, and developing remediation plans and specifications for each
4 project. These services will be performed on an as-needed basis.

5 D. CONTRACTOR shall collect, remove, transport, and legally dispose of all environmentally-
6 regulated, biological and hazardous waste, and contaminated materials, debris, waste and
7 other substances (collectively "Hazardous Waste Materials") at various locations
8 throughout the County on an as-needed basis. The sites include, but are not limited to,
9 confined spaces and rights-of-ways.

10 E. CONTRACTOR shall maintain and utilize a field office within Fresno County.

11 F. CONTRACTOR's designated staff resources must be located in the field office covering the
12 geographical area of the Agreement.

13 G. CONTRACTOR shall comply with all applicable Federal, State, COUNTY, and City laws,
14 codes, rules, regulations, and ordinances regarding wages, hours, and working conditions.

15 H. CONTRACTOR shall obtain and have in possession all the personnel, energy sources,
16 equipment, materials, and training necessary to comply with the provisions of this
17 Agreement from the beginning term date through the termination date of the Agreement.

18 I. CONTRACTOR shall supply labor, materials, equipment, and any item necessary to
19 perform the services specified in this Agreement with a high degree of proficiency and
20 professionalism in relation to industry standards and to the complete satisfaction of the
21 COUNTY.

22 J. CONTRACTOR must continuously demonstrate that it can meet or exceed stated
23 performance requirements throughout the term of the Agreement.

24 K. CONTRACTOR must perform all operations in a prudent, conscientious, safe and
25 professional manner, and shall ensure all of its agents, employees, and subcontractors
26 perform the work in this manner.

27 L. CONTRACTOR is responsible for the cost to repair, replace, or correct any damage or
28 destruction to property arising during CONTRACTOR's execution and completion of

- 1 services.
- 2 M. CONTRACTOR shall take any necessary corrective action when notified by the COUNTY
- 3 that performance is not acceptable.
- 4 N. COUNTY does not assume liability for spills or other releases of hazardous wastes which
- 5 are caused by the negligence of the CONTRACTOR once hazardous waste materials are
- 6 in the possession of the CONTRACTOR or transported off site.
- 7 O. CONTRACTOR is responsible for maintaining close communication and coordination with
- 8 the COUNTY for the duration of a specific response, including reporting any all problems
- 9 encountered in executing response activities.
- 10 P. CONTRACTOR may be asked to conduct an initial on-scene evaluation to develop
- 11 workplans and cost estimates. The purpose of the evaluation shall be to gain sufficient on-
- 12 scene familiarity with the incident or event to enable the CONTRACTOR to propose a
- 13 workplan to accomplish the project in the most effective, efficient, and safe manner.
- 14 Q. CONTRACTOR shall not begin work until authorized by the COUNTY.
- 15 R. CONTRACTOR shall take on any defensive actions necessary to protect the public health
- 16 and welfare and the environment, and may include, but shall not be limited to:
- 17 1. Sampling and analysis to determine the identity, source, spread, and disposal
- 18 options of Hazardous Waste Materials.
- 19 2. Containment of material at its source and preventing further acute flow, using
- 20 chemicals or other materials to restrain the spread of the material, constructing
- 21 slurry trenches, earth moving, drum handling, containerizing, and diverting surface
- 22 water.
- 23 S. CONTRACTOR shall possess emergency response equipment that shall be essential for
- 24 initial containment, identification and cleanup of hazardous and/or unknown materials.
- 25 T. CONTRACTOR shall provide necessary personnel and all required materials to package,
- 26 mark, label, seal and load the materials and/or waste for transport in accordance with all
- 27 applicable Federal, State, and local laws and regulations. When re-packaging on scene is
- 28 necessary, CONTRACTOR shall be responsible for disposal of the original containers.

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CONTRACTOR shall provide all necessary packing materials and containers, including lids, liners, labels, caps, and seals.

U. Disposal shall include preparation and packaging on location, shipping, and disposing in compliance with all existing laws and regulations of the United States. Packaging of waste is to be performed in the safe and most cost-effective manner.

V. CONTRACTOR shall not issue any news releases or make any statement to the news media regarding the operational procedures related to this Agreement, the meetings or decisions related to this Agreement, or the status of work being performed related to this Agreement without prior written approval of the COUNTY.

W. COUNTY REPRESENTATIVE – The COUNTY shall provide a County Representative (“County Representative”) to represent the COUNTY. This County Representative will be the County of Fresno, Public Works and Planning, Road Maintenance and Operations Manager, or their designee.

X. DEPARTMENT REPRESENTATIVES – In addition to the Department of Public Works and Planning, additional authorized users of this Agreement include the Department of Public Health and the County Administrative Office (individually, “Department Representative” or collectively, “Department Representatives”).

1. Department Representatives will serve as the communication and coordination link between CONTRACTOR and department personnel regarding needs, issues, and concerns;
2. All work must be approved and authorized in writing by the Department Representative, or their designee, prior to commencement of any work; and
3. All services must be provided to the complete satisfaction of the Department Representative.

Y. CONTRACTOR REPRESENTATIVE – CONTRACTOR shall provide a Contractor Representative (“Contractor Representative”) to provide support staff, facilities, and administrative capabilities as needed to ensure that all requirements of the Agreement are fulfilled.

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Z. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:
<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations:
<http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by CONTRACTOR at the job site where it will be available to any interested party.

CONTRACTOR shall comply with Labor Code section 1775, and shall forfeit as a penalty to COUNTY Two Hundred Dollars (\$200) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

1 CONTRACTOR and subcontractor shall keep an accurate record showing the
2 name, address, social security number, work classification, straight time and overtime
3 hours worked each day and week, and the actual per diem wages paid to each
4 journeyman, apprentice, worker, or other employee employed by him or her in connection
5 with this public work project. In accordance with Labor Code section 1776, each payroll
6 record shall be certified and verified by a written declaration under penalty of perjury stating
7 that the information within the payroll record is true and correct and that CONTRACTOR or
8 subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and
9 1815 for any work performed by its employees on this public work project. These records
10 shall be open at all reasonable hours to inspection by the COUNTY, its officers and agents,
11 and to the representatives of the State of California – Department of Industrial Relations,
12 including but not limited to the Division of Labor Standards Enforcement.

13 **SECTION 2. – ROUTINE, EMERGENCY RESPONSE, & CALLBACK SERVICES**

14 The COUNTY shall evaluate CONTRACTOR in accordance with its performance of the
15 services described in this Agreement. The COUNTY will request 4 different types of services from
16 CONTRACTOR: Routine, Emergency Response, Additional, and Callback services. Details
17 regarding each type of request shall be relayed to CONTRACTOR at the time of each call.
18 CONTRACTOR must be able to establish and maintain a phone coverage system operated 24-
19 hours a day, 7 days a week. Normal Business Hours (“Normal Business Hours”) are defined as
20 Monday through Friday, 7:00 am until 5:00 pm.

- 21 A. ROUTINE – Routine Services are defined as situations that are not emergent and whose
22 start date can be negotiated and mutually understood by CONTRACTOR and the
23 requesting Department Representative. CONTRACTOR shall acknowledge the request
24 within one (1) hour if the request can be fulfilled. Services include, but are not limited to,
25 asbestos and lead paint abatement and homeless encampment services.
- 26 B. EMERGENCY RESPONSE SERVICES -- Emergency Response services are defined as
27 situations that may pose an immediate risk to COUNTY employees, citizens, business
28 processes, and property. Emergency Response services require urgent intervention to

1 prevent a worsening of a situation. CONTRACTOR shall respond to emergency service
2 calls 24/7, 7 days a week. CONTRACTOR shall acknowledge the request within thirty (30)
3 minutes if the request can be fulfilled. CONTRACTOR shall inform the COUNTY of any
4 expected arrival delays. Determination of call response level is at the discretion of the
5 Department Representative or their authorized designee. The response levels are as
6 follows, unless mutually agreed upon by both Department Representative &
7 CONTRACTOR:

- 8 1. Level I – Requires onsite response within one (1) hour or less.
- 9 2. Level II – Requires onsite response within four (4) hours or less.
- 10 3. Level III – Requires onsite services within forty-eight (48) hours or less.

11 C. ADDITIONAL SERVICES -- CONTRACTOR shall not undertake any Additional Services
12 without the advance written authorization of the COUNTY. Such Additional Services are
13 expressly contemplated to include, but are not necessarily limited to, services that could not
14 be anticipated at the commencement of this Agreement.

15 D. CALLBACK -- Callback Services occur when the CONTRACTOR is called back in
16 response to an incident or event performed by CONTRACTOR and requested by the
17 COUNTY.

- 18 1. If Callback Services are requested by the COUNTY, CONTRACTOR will be called
19 back to site location, at no cost to the COUNTY.
- 20 2. CONTRACTOR shall be available to provide Callback Services 24/7, 7 days a
21 week.
- 22 3. When services for Callback Services are requested by the COUNTY,
23 CONTRACTOR shall acknowledge the request within thirty (30) minutes from the
24 initiating call from the COUNTY to CONTRACTOR and provide onsite services
25 within twenty-four (24) hours or less.

26 **SECTION 3. – TERM**

27 The term of this Agreement shall be for a period of five (5) years, four (4) months and six
28 (6) days, consisting of a three-year, four-month and six-day base term with an option to extend for

1 an additional two one-year periods. The initial term will commence on February 25, 2020 ("Effective
2 Date") and shall continue through and including June 30, 2023 ("Term"). This Agreement shall
3 automatically renew on July 1, 2023 for two (2) one (1) year terms upon the same terms and
4 conditions herein set forth, unless a written notice of non-renewal is given by the COUNTY, no later
5 than thirty (30) days prior to the close of the then-current agreement term. The COUNTY's Director
6 of Public Works & Planning, or their designee, is authorized to execute such notice of non-renewal
7 on behalf of the COUNTY.

8 **SECTION 4. – COMPENSATION**

9 A. SERVICES – The COUNTY shall only provide compensation and payment to
10 CONTRACTOR for work authorized by the COUNTY. COUNTY agrees to pay
11 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with
12 CONTRACTOR's respective rates provided in Attachment A. All rates listed in Attachment
13 A are valid for the Term of this Agreement. All rates listed in Attachment A are "fully
14 loaded," as they include all direct and indirect costs and fees or profit as well as ancillary
15 materials not described in Attachment A. CONTRACTOR shall not undertake any services
16 without the advance written authorization of the COUNTY. If the COUNTY requests a
17 service not specified in Attachment A, then such services will be negotiated between the
18 COUNTY and the CONTRACTOR and shall be based on prices similar to those outlined in
19 Attachment A.

20 In no event shall the total compensation paid to CONTRACTOR during the entire potential
21 five-year term of this Agreement for Routine, Emergency Response, and Callback services
22 exceed the sum of six hundred and fifty thousand dollars (\$650,000).

23 B. In no event shall services provided to the following departments of the COUNTY under this
24 Agreement exceed the following amounts during the potential maximum five (5) year and
25 four (4) month term: The Department of Public Works & Planning shall not exceed the sum
26 of five hundred thousand dollars (\$500,000), the Department of Public Health shall not
27 exceed fifty thousand dollars (\$50,000), and the County Administrative Office shall not
28 exceed seventy thousand dollars (\$70,000).

1 C. CONTRACT MAXIMUM – In no event shall the total compensation payable to
2 CONTRACTOR for Routine, Emergency Response, Callback, and Additional Services
3 during the entire term, including the two extensions, of this Agreement exceed the sum of
4 six hundred and twenty thousand dollars (\$620,000).

5 **SECTION 5. – INVOICING**

6 CONTRACTOR shall submit invoices in accordance with the rates and charges agreed
7 upon for the services provided to the COUNTY by CONTRACTOR during the previous monthly
8 billing period on the first day of the month. CONTRACTOR shall submit itemized invoices in
9 duplicate to the requesting COUNTY department. Payment addresses for the authorized users
10 of this Agreement are noted in Section 13, "Notices", herein. CONTRACTOR must invoice each
11 user department on a separate invoice. Mailing addresses for each user department are
12 provided in Section 13, "Notices". COUNTY will pay CONTRACTOR within forty-five (45) days
13 of receipt of an approved invoice. Each invoice shall reference:

- 14 • This Agreement number;
- 15 • The responsible COUNTY department;
- 16 • The date, time, and address of each incident or event;
- 17 • Name of CONTRACTORS' service technicians;
- 18 • Itemized listing of the applicable labor costs (straight time, overtime, and premium time
19 identified, and the date(s) and hour(s) worked; labor classifications must be consistent
20 with those stated in Attachment A);
- 21 • An itemized listing of the equipment used (the list must specify the date and time period
22 the equipment was used consistent with those stated in Attachment A);
- 23 • Copies of the manifests signed by the Treatment, Storage, and Disposal Facility (TSDF)
24 and a breakdown showing which wastes are included in the incident or event, as well as
25 disposal costs or itemizations; and
- 26 • Itemization of normal business hours, overtime, and premium time rates.

27 **SECTION 6. – INDEPENDENT CONTRACTORS**

1 In performance of the work, duties, and obligations assumed by CONTRACTOR under
2 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all
3 of CONTRACTOR's officers, agents, subcontractors, and employees shall at all times be acting
4 and performing as independent contractors, and shall act in an independent capacity and not as
5 an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY.
6 Furthermore, the COUNTY shall have no right to control or supervise or direct the manner or
7 method by which CONTRACTOR shall perform their work and function. However,
8 CONTRACTOR's methods must be compatible with the COUNTY's standards, and must result
9 in satisfactory and timely completion of the work assigned, and the quality and quantity of work
10 produced must be acceptable to the COUNTY. The COUNTY retains the right to verify that
11 CONTRACTOR is performing its obligations in accordance with this Agreement's terms and
12 conditions. CONTRACTOR and the COUNTY shall comply with all applicable provisions,
13 notices, rules and regulations, if any, of governmental authorities having jurisdiction over
14 matters covered by this Agreement.

15 Because of its status as an independent contractor, CONTRACTOR shall have
16 absolutely no right to employment rights and benefits available to COUNTY employees.
17 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their
18 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely
19 responsible, and shall hold the COUNTY harmless from all matters relating to payment of
20 CONTRACTOR'S employees, including compliance with Social Security withholding, and all
21 other regulations governing such matters. It is acknowledged that during the term of this
22 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to
23 this Agreement.

24 **SECTION 7. – TERMINATION OF AGREEMENT**

25 This Agreement may be terminated for the following reasons:

- 26 A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and the
27 services to be provided, are contingent on the approval of funds by the appropriating
28 government agency. If sufficient funds are not allocated, the services provided may be

1 modified, or this Agreement terminated at any time without penalty by giving
2 CONTRACTOR thirty (30) days advance written notice.

3 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
4 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1. An illegal or improper use of funds;
- 6 2. A failure to comply with any term of this Agreement;
- 7 3. A substantially incorrect or incomplete report submitted to the COUNTY; or
- 8 4. Improperly performed services.

9 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
10 any breach of this Agreement or any default, which may then exist on the part of the
11 CONTRACTOR. Such payment shall not impair or prejudice any remedy to the
12 COUNTY with respect to the breach or default. The COUNTY shall have the right to
13 demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to
14 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
15 not expended in accordance with the terms of this Agreement. CONTRACTOR shall
16 promptly refund any such funds upon demand.

17 C. Without Cause - Under circumstances other than those set forth above, this Agreement
18 may be terminated by the COUNTY giving thirty (30) days advance written notice of an
19 intention to terminate. In the event of such termination, CONTRACTOR shall be paid for
20 satisfactory services or supplies provided up until the date of termination. COUNTY's
21 Director of Public Works & Planning, or their designee, is authorized to execute such
22 non-renewal on behalf of COUNTY. The Director of Public Works and Planning reserves
23 the right to apply this Section 7 (C).

24 **SECTION 8. – HOLD HARMLESS AND INDEMNIFICATION**

25 CONTRACTOR agrees to indemnify, save, hold harmless, and at the COUNTY's
26 request defend the COUNTY, its officers, agents and employees, from any and all costs and
27 expenses (including attorney's fees and costs), claims, suits, liabilities, losses and damages
28 occurring or resulting to the COUNTY in connection with the performance, or failure to perform,

1 by CONTRACTOR, its officers, agents or employees, and from any and all costs and expenses
2 (including attorney's fees and costs), damages, liabilities, claims and losses occurring or
3 resulting to any person, firm or corporation who may be injured or damaged by the performance,
4 or failure to perform, by CONTRACTOR, its officers, agents, subcontractors, assigns, or
5 employees. The provisions of this Section 8 shall survive the termination of this Agreement.

6 **SECTION 9. – INSURANCE**

7 Without limiting the COUNTY's right to obtain indemnification from a CONTRACTOR or
8 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
9 following insurance policies throughout the term of this Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than One Million Dollars
12 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
13 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
14 including completed operations, products liability, contractual liability, Explosion-Collapse-
15 Underground, fire legal liability or any other liability insurance deemed necessary because of the
16 nature of this contract.

17 B. Automobile Liability

18 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
19 One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage.
20 Coverage should include owned and non-owned vehicles used in connection with this
21 Agreement.

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
24 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
25 Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) annual
26 aggregate.

27 D. Worker's Compensation

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1 A policy of Worker's Compensation insurance as may be required by the California
2 Labor Code.

3 E. Additional Requirements Relating to Insurance

4 CONTRACTOR shall obtain endorsements to the Commercial General Liability
5 insurance naming the County of Fresno, its officers, agents, and employees, individually and
6 collectively, as additional insured, but only insofar as the operations under this Agreement are
7 concerned. Such coverage for additional insured shall apply as primary insurance and any other
8 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees
9 shall be excess only and not contributing with insurance provided under CONTRACTOR's
10 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
11 (30) days advance written notice given to the COUNTY.

12 CONTRACTOR hereby waives its right to recover from the COUNTY, its officers,
13 agents, and employees any amounts paid by the policy of worker's compensation insurance
14 required by this Agreement. Each CONTRACTOR is solely responsible to obtain any
15 endorsement to such policy that may be necessary to accomplish such waiver of subrogation,
16 but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
17 CONTRACTOR obtains such an endorsement.

18 Within thirty (30) days from the date CONTRACTOR signs and executes this
19 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
20 above for all of the foregoing policies, as required herein to the entities noted in Section 13,
21 "Notices", hereof, stating that such insurance coverages have been obtained and are in full
22 force; that the County of Fresno, its officers, agents and employees will not be responsible for
23 any premiums on the policies; that for such worker's compensation insurance the
24 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
25 employees any amounts paid under the insurance policy and that waiver does not invalidate the
26 insurance policy; that such Commercial General Liability insurance names the County of
27 Fresno, its officers, agents and employees, individually and collectively, as additional insured,
28 but only insofar as the operations under this Agreement are concerned; that such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
2 maintained by the COUNTY, its officers, agents and employees, shall be excess only and not
3 contributing with insurance provided under CONTRACTOR's policies; and that this insurance
4 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
5 given to the COUNTY.

6 If a CONTRACTOR fails to keep in effect at all times all required insurance coverages,
7 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement.

8 All policies shall be issued by admitted insurers licensed to do business in the State of
9 California, and such insurance shall be purchased from companies possessing a current A.M.
10 Best, Inc. rating of A FSC VII or better.

11 **SECTION 10. – MODIFICATION**

12 This Agreement may be modified from time to time by the written consent of all the
13 parties without, in any way, affecting the remainder.

14 **SECTION 11. – NON - ASSIGNMENT**

15 CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its
16 respective rights or duties hereunder, without the prior written consent of the COUNTY.

17 **SECTION 12. – AUDITS AND INSPECTIONS**

18 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
19 may deem necessary, make available to the COUNTY for examination all of its records and
20 data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request
21 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
22 necessary to ensure CONTRACTOR's compliance with the terms of this Agreement. If this
23 Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the
24 examination and audit of the California State Auditor for a period of three (3) years after final
25 payment under contract (Government Code Section 8546.7).

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4 **SECTION 13. – NOTICES**

5 The persons and their addresses having authority to give and receive written notices
6 under this Agreement include the following:

7 **COUNTY**

CONTRACTOR

8 Department of Public Works and Planning
9 Road Maintenance and Operations Division
10 2220 Tulare St., 6th Floor
11 Fresno, CA 93721
rdmaint@fresnocountyca.gov

Professional Asbestos Removal
Corporation, d.b.a. PARC Env.
Jefferey Davis
2864 E. Dorothy Avenue
Fresno, CA 93706

12 Department of Public Health
13 Environmental Health
14 PO Box 11867
15 Fresno, CA 93775
EnvironmentalHealth@fresnocountyca.gov

16 County Administrative Office
17 2281 Tulare Street, Room 304
18 Fresno, CA 93721
FresnoCAO@fresnocountyca.gov

18 All notices between the COUNTY and the CONTRACTOR provided for or permitted under
19 this Agreement must be in writing and delivered either by personal service, by first-class United
20 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.
21 A notice delivered by personal service is effective upon service to the recipient. A notice delivered
22 by first-class United States mail is effective three COUNTY business days after deposit in the
23 United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
24 overnight commercial courier service is effective one COUNTY business day after deposit with the
25 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for
26 next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is
27 effective when transmission to the recipient is completed (but, if such transmission is completed
28 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
next beginning of a COUNTY business day), provided that the sender maintains a machine record

1 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
2 this section establishes, waives, or modifies any claims presentation requirements or procedures
3 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
4 the Government Code, beginning with section 810).

5 **SECTION 14. – LEGAL AUTHORITY**

6 Each individual executing this Agreement on behalf of CONTRACTOR hereby
7 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest
8 and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited
9 liability company, limited partnership, partnership or sole proprietorship, in accordance with all
10 applicable formalities and under California law; (ii) that this Agreement is binding on such entity;
11 and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation,
12 limited liability company, limited partnership, partnership or sole proprietorship in good standing
13 in the State of California.

14 **SECTION 15. – TIME IS OF THE ESSENCE**

15 Time is of the essence in CONTRACTOR's performance of this Agreement.

16 **SECTION 16. – GOVERNING LAW**

17 Venue for any action arising out of or relating to this Agreement shall only be in Fresno
18 County, California. The rights and obligations of the parties and all interpretation and
19 performance of this Agreement shall be governed in all respects by the laws of the State of
20 California.

21 **SECTION 17. – DISCLOSURE OF SELF-DEALING TRANSACTIONS**

22 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
23 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR
24 changes its status to operate as a corporation.

25 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while CONTRACTOR is providing goods or performing
27 services under this Agreement. A self-dealing transaction shall mean a transaction to which the
28 CONTRACTOR is a party and in which one or more of its directors has a material financial

1 interest. Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
2 transactions that they are a party to by completing and signing a *Self-Dealing Transaction*
3 *Disclosure Form* (Attachment B) and submitting it to the COUNTY prior to commencing with the
4 self-dealing transaction or immediately thereafter.

5 **SECTION 18. – ENTIRE AGREEMENT**

6 This Agreement constitutes the entire agreement between CONTRACTORS and
7 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
8 negotiations, proposals, commitments, writings, advertisements, publications, and
9 understandings of any nature whatsoever unless expressly included in this Agreement.

10 In the event of any inconsistency in interpreting the documents that constitute this Agreement,
11 the inconsistency shall be resolved by giving precedence to the text of this Agreement, including
12 Attachments A and B.

13 **SECTION 19. – COUNTERPARTS**

14 This Agreement may be executed in any number of counterparts, each of which shall be
15 deemed an original, but all of which together shall constitute one and the same Agreement, binding
16 on the Parties according to its terms and conditions.

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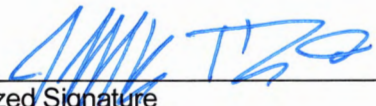
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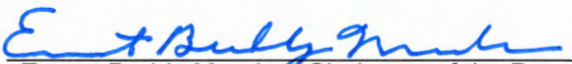
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

Effective Date.

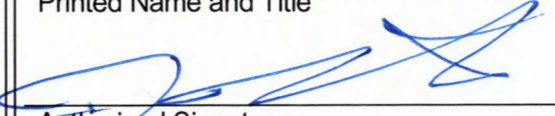
CONTRACTOR

COUNTY OF FRESNO


Authorized Signature



Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

JEFF DAVIS - HAZMAT MANAGER
Printed Name and Title


Authorized Signature

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Jackson Martinez Dir of Operations
Printed Name and Title

By: 
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 4510, 2540, 5620
Account No.: 7295, 7490, 7295
Fund No.: 0010/11000, 0001/10000,

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Attachment A

Cost Proposal

[Cost Proposal is attached immediately hereafter.]

ATTACHMENT A -- COST PROPOSAL

Pricing by CONTRACTOR shall remain fixed throughout the entire term of the Agreement. Any rates or fees not delineated in this fee schedule or proposal shall be reviewed, negotiated and approved in advance by the COUNTY. The Cost Proposal shall include all costs for asbestos and lead paint abatement, hazardous waste pickup and disposal, emergency response, and removal and disposal of debris associated with homeless encampments.

Please list and specify labor job titles, vehicles and equipment, protective equipment, and materials that are applicable to the services requested in this Agreement. For labor costs, Contractor will propose an all-inclusive hourly fee for all the services.

- A. Labor – Prices below shall be from portal to portal from Contractor’s office in Fresno. Homeless encampment removal projects would include Hazmat Technician rates.**

Holiday Rates Premium Time includes New Year’s Day, President’s Day (3rd Monday in February), Memorial Day (last Monday in May), 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

Labor Job Title	Normal Business Hours, Monday-Friday, 7am-5pm	Non-Normal Business Hours, Non-Holiday	Holiday Rates Premium Time
Asbestos Abatement Tech	\$56.68 per hour	\$75.38 per hour	\$94.09 per hour
Non-Prevailing Wage			
Asbestos Abatement Tech	\$69.19 per hour	\$92.02 per hour	\$114.86 per hour
Prevailing Wage			
Lead Abatement Tech	\$56.68 per hour	\$75.38 per hour	\$94.09 per hour
Non-Prevailing Wage			
Lead Abatement Tech	\$108.50 per hour	\$144.31 per hour	\$180.11 per hour
Prevailing Wage			
Hazmat Tech	\$56.68 per hour	\$75.38 per hour	\$94.09 per hour
Non-Prevailing Wage			
Hazmat Tech	\$109.86 per hour	\$146.11 per hour	\$182.37 per hour
Prevailing Wage			

B. Vehicle & Equipment – All associated mileage costs shall be included in the following section by Contractor from Contractor’s place of business to site location and from site location to site location if multiple incidents or events are performed by Contractor in a day.

Vehicle or Equipment Name	Rate--Normal Business Hourly (Monday-Friday, 7am-5pm)	Rate – After-Business Hourly NO INCREASE	
Hazmat Emergency Response Unit	\$85.00 per hour		
Hazmat Box	\$45.00 per hour		
Roll Off Truck with Driver	\$120.00 per hour		
Support Passenger Vehicle and/or Pickup	\$150.00 per day		
Generator (Emergency Response)	\$50.00 per day		
Backhoe	\$550.00 per day		
Skid Steer Loader	\$355.00 per day		
Lowboy / Roll Back Delivery & Pick Up	\$165.38 per hour		
20 Cubic Yard Soil Bin	\$15.00 per day		
40 Cubic Yard Debris Bin	\$15.00 per day		
Steam Cleaner Floor Attachment	\$90.00 per day		
Explosion Proof / Corrosive Liquid Electric Transfer Pump	\$155.00 per day		
Drum Head Vacuum	\$90.00 per day		
4-gas Air Monitor (O ² , CO ² , LEL, H ² S)	\$150.00 per day		
Lumex Mercury Vapor Meter	\$650.00 per day		
Confined Space Rescue Equipment	\$350.00 per day		
Negative Air Machine	\$50.00 day		
Negative Air Filters (inc/ Primary & Secondary)	\$18.00 each		
Dehumidifier	\$100.00 per day		
HEPA Vacuum	\$42.50 per day		
3 Stage Decontamination Buffer	\$85.00 per day		
Hudson Sprayer	\$120.00 per day		
Airless Sprayer	\$12.00 per day		
Floor Tile Bar w/Blades	\$55.00 per day		
Floor Scraper w/Blades	\$8.00 per day		
Doodlebug Scub Pads	\$5.00 per day		
	\$3.00 each		

D. Materials

Material Name	Rate--Normal Business Hourly (Monday-Friday, 7am-5pm)	Rate – After-Business Hourly NO INCREASE	
Tyvek Suit	\$19.85 each		
Saranex Suit	\$37.80 each		
Full Face Respirator w/Cartridges	\$37.80 each		
Self Contained Breathing Apparatus (SCBA)	\$185.00 each		
Type-C Supplied Air System	\$125.00 day		
Chemical Gloves	\$4.49 each		
Inner Disposable Gloves	\$1.18 each		
Haz Mat Boot Covers	\$11.26 each		
Level A Protective Suits	\$2,000.00 each		
5-gallon Poly DOT Pail	\$26.00 each		
30-Gallon Poly DOT Drum	\$47.00 each		
55-Gallon Poly DOT Drum	\$57.00 each		
55-Gallon Metal DOT Drum	\$57.00 each		
85-Gallon Metal DOT Overpack Drum	\$210.00 each		
Tri-wall Cubic Yard DOT Box & Pallet	\$157.00 each		
270 to 330-gallon tote	\$300.00 each		
Solid-a-Sorb Absorbent/Cleaner	\$30.00 per bag		
Petroleum Absorbent Pads	\$96.00 per bail		
Petroleum Absorbent Booms	\$88.00 per set		
Polypropelene Suits	\$7.75 each		
1/2 Face Respirator w/ Cartridges	\$8.65 each		
Nitrile Gloves	\$2.25 each		
Leather Gloves	\$2.25 each		
Towels	\$64.35 per box		
6-Mil, 36" x 60" Clear Poly Bags	\$82.56 per roll		
6-Mil, 36" x 60" Asbestos Labeled Poly Bags	\$84.26 per roll		
Poly - 6 Mil Flame Retardant	\$97.65 per roll		
Poly - 6 Mil Clear	\$92.65 per roll		
Poly - 4 Mil Clear	\$65.28 per roll		
3" Masking Tape	\$1.57 per roll		
3" Duct Tape	\$2.27 per roll		
2" Duct Tape	\$1.96 per roll		

D. Materials continued

Spray Glue	\$2.65 per can		
Mastic Absorbent	\$10.25 per bag		
Lead Stop - Lead Encapsulant	\$55.00 per gallon		

E. Waste -- For each waste listed below, please list the cost per gallon, pound, or unit/each as applicable. The County does not guarantee that it will generate any or all of the following items.

Item	Waste	Cost per Gallon, Pound, Unit, Other	Disposal Cost
1	Flammable Liquids	5-gallon drum	\$136.83 each
		55-gallon drum	\$431.30 each
2	Bulked Flammable Liquids	case by case basis	
3	Flammable Solids	5-gallon drum	\$105.63 each
		55-gallon drum	\$1,047.51 each
4	Oil-Based Paints	5-gallon drum	\$121.25 each
		55-gallon drum	\$311.79 each
5	Pesticides (Liquid)	5-gallon drum	\$105.05 each
		55-gallon drum	\$1,047.51 each
6	Inorganic Acids	5-gallon drum	\$152.44 each
		55-gallon drum	\$471.15 each
7	Organic Acids	5-gallon drum	\$138.58 each
		55-gallon drum	\$493.66 each
8	Inorganic Bases	5-gallon drum	\$112.59 each
		55-gallon drum	\$251.15 each
9	Organic Bases	5-gallon drum	\$112.59 each
		55-gallon drum	\$251.15 each
10	Neutral Oxidizers	5-gallon drum	\$181.88 each
		55-gallon drum	\$788.13 each
11	Inorganic Peroxides	pound - \$160.42 minimum	\$10.72 pound
12	Organic Peroxides	pound - \$160.42 minimum	\$10.72 pound
13	Oxidizing Acids	pound - \$160.42 minimum	\$10.72 pound
14	Oxidizing Bases	pound - \$160.42 minimum	\$10.72 pound
15	Solid Oxidizers	pound - \$277.38 minimum	\$3.12 pound
16	Corrosive Aerosols	5-gallon drum	\$113.25 each
		55-gallon drum	\$368.07 each
17	Flammable Aerosols	5-gallon drum	\$113.25 each
		55-gallon drum	\$368.07 each
18	Poisonous Aerosols	5-gallon drum	\$113.25 each
		55-gallon drum	\$368.07 each
19	Aerosol Cans	5-gallon drum	\$83.28 each
		55-gallon drum	\$274.82 each
20	TV's	pound - \$33.99 minimum	\$1.09 pound

E. Waste continued

21	Computers	pound - \$33.99 minimum	\$1.09	pound
22	Monitors	pound - \$33.99 minimum	\$1.09	pound
23	Printers	pound - \$33.99 minimum	\$1.09	pound
24	VCR's	pound - \$33.99 minimum	\$1.09	pound
25	DVD Players	pound - \$33.99 minimum	\$1.09	pound
26	Cell Phones	pound - \$33.99 minimum	\$1.09	pound
27	Telephones (Landlines)	pound - \$33.99 minimum	\$1.09	pound
28	Copiers	pound - \$33.99 minimum	\$1.09	pound
29	FAX Machines	pound - \$33.99 minimum	\$1.09	pound
30	Radios	pound - \$33.99 minimum	\$1.09	pound
31	Microwaves	pound - \$33.99 minimum	\$1.09	pound
32	Toner Cartridges	pound - \$33.99 minimum	\$1.09	pound
33	Small Portable Devices	pound - \$33.99 minimum	\$1.09	pound
34	Oil-Based Paints	5-gallon drum	\$121.25	each
		55-gallon drum	\$311.79	each
35	Latex Paints	5-gallon drum	\$112.59	each
		55-gallon drum	\$223.44	each
36	Antifreeze	5-gallon drum	\$154.16	each
		55-gallon drum	\$273.68	each
37	Alkaline Batteries	pound - \$28.33 minimum	\$1.22	pound
38	Lead Acid Batteries	pound - \$28.33 minimum	\$0.78	pound
39	Lithium Batteries	pound - \$51.50 minimum	\$6.51	pound
40	Lithium-Ion Batteries	pound - \$51.50 minimum	\$6.51	pound
41	NiCad Batteries	pound - \$25.75 minimum	\$0.96	pound
42	Mercury (Metallic)	pound - \$137.00 minimum	\$44.31	pound
43	Mercury (in items / debris)	5-gallon drum	\$270.55	each
		55-gallon drum	\$2,963.52	each
44	Propane Cylinder	5-gallon drum	\$86.61	each
		55-gallon drum	\$303.13	each
45	Helium Cylinder	each	\$238.14	each
46	Fire Extinguishers	each	\$17.32	each
47	Dichloropropionanilide	5-gallon drum	\$105.05	each
		55-gallon drum	\$1,152.26	each
48	R-22 Refrigerant	each	\$126.42	each
49	Gasoline & Water	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
50	Used Diesel Fuel	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
51	Used Diesel Oil	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
52	Used Motor Oil	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
53	Reactives	pound - \$245.63	\$6.69	pound
54	Reactives when Wet	pound - \$245.63	\$6.69	each

E. Waste continued

55	Oil Filters	5-gallon drum	\$77.94	each
		55-gallon drum	\$148.96	each
56	Car Tires	each	\$10.29	each
57	Truck Tires	each	\$22.05	each
58	Used Cooking Oil	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
59	Waste Liquid (clarifier waste)	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
60	Fecal Waste	pound	\$0.00	each
61	Mixed Oil	5-gallon drum	\$154.16	each
		55-gallon drum	\$278.09	each
62	Waste Solid Debris w/Epoxy Based Sealant / Adhesives	5-gallon drum	\$77.94	each
		55-gallon drum	\$148.96	each
63	Flammable Liquids	5-gallon drum	\$136.83	each
		55-gallon drum	\$431.30	each
64	Treated Wood	ton	\$124.95	ton
Additional anticipated waste stream pricing and related regulated waste charges listed below:				
65	Non-Friable Asbestos	ton	\$78.10	ton
66	Friable Asbestos	ton	\$92.30	ton
67	EPA E-Manifest Fee	each	\$25.00	per hazardous waste manifest

1 Attachment B
2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"),
5 must
6 disclose any self-dealing transactions that they are a party to while providing goods, performing
7 services, or both for the County. A self-dealing transaction is defined below:

8 "A self-dealing transaction means a transaction to which the corporation is a party and in
9 which one
10 or more of its directors has a material financial interest"

11 The definition above will be utilized for purposes of completing this disclosure form.

12 INSTRUCTIONS

- 13 (1) Enter board member's name, job title (if applicable), and date this disclosure is being
14 made.
- 15 (2) Enter the board member's company/agency name and address.
- 16 (3) Describe in detail the nature of the self-dealing transaction that is being
17 disclosed to the
18 County. At a minimum, include a description of the following:
- 19 a. The name of the agency/company with which the corporation has the
20 transaction; and
 - 21 b. The nature of the material financial interest in the Corporation's transaction
22 that the board member has.
- 23 (4) Describe in detail why the self-dealing transaction is appropriate based on
24 applicable provisions of the Corporations Code.
- 25 (5) Form must be signed by the board member that is involved in the self-dealing
26 transaction described in Sections (3) and (4).
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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	