

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 ■ VENTURA, CA 93003-0704



January 5, 2012

Board of Directors
Ventura Regional Sanitation District
Ventura, CA

AMENDMENT NO. 2 TO VRSD CONTRACT NO. 07-045, RELIANCE CLEANING SERVICES

Summary

Reliance Cleaning Services provides janitorial services to the administration offices located at Toland Road Landfill, Bailard Landfill (W/WW Operations and Maintenance Center), and Oak Park Water. Their contract is currently overspent and needs to be amended. Staff is requesting approval for a budget adjustment of \$25,000 and extending the term of the contract to June 30, 2013.

Background

Staff established a contract with Reliance Cleaning Services (Reliance) on June 21, 2007, to provide janitorial services to Toland Road Landfill, Bailard Landfill (W/WW Operations and Maintenance Center), and Oak Park Water. This contract was originally established for \$55,000 and a four-year term. The contract was amended on June 2, 2011, to extend the term of the contract to June 30, 2012. Staff is very pleased with the quality of work performed by Reliance and would like to increase the contract for an additional \$25,000 for a not to exceed amount of \$80,000, and extend the term of the contract to June 30, 2013.

When this contract was originated in 2007 staff had obtained informal bids from three companies. As stated previously, staff is very pleased with the quality of work performed by Reliance and would like to continue to utilize their services for another 18 months. At the end of the term of this extension, staff will solicit bids again to ensure the District is receiving the best service at the best price.

If you have any questions please contact me at 805-658-4674 or sallycoleman@vrzd.com.

Fiscal Impact

Appropriations are available in each of these department budgets to cover this budget increase for the remainder of this fiscal year.

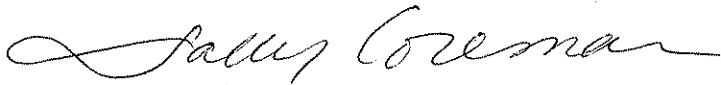
Ventura County • **CITIES:** Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks

SPECIAL DISTRICTS: Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement •

Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16

Recommendation

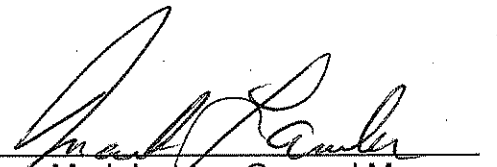
It is recommended that the Board authorize the Chair to sign VRSD Contract No. 07-045-2 amending VRSD Contract No. 07-045 with Reliance Cleaning Services to add an additional \$25,000 to the contract for a not to exceed amount of \$80,000 and extend the term of the contract to June 30, 2013.



SALLY COLEMAN – DIRECTOR OF OPERATIONS

Enc

APPROVED FOR THE JANUARY 5, 2012 AGENDA


Mark Lawler, General Manager

CONTRACT NO. 07-045-2

**AMENDMENT NO. 2 TO CONTRACT NO. 07-045
AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RELIANCE CLEANING SERVICES**

THIS AGREEMENT is made and entered into this 5th day of January, 2012, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and RELIANCE CLEANING SERVICES, a California Corporation, hereinafter "CONTRACTOR."

RECITALS

- A. On the 21st day of June 2007, a certain contract, hereinafter referred to as Contract No. 07-045, was executed between DISTRICT and CONTRACTOR for janitorial services.
- B. On the 2nd day of June 20011, a certain contract, hereinafter referred to as Contract No. 07-045-1, was executed between DISTRICT and CONTRACTOR for janitorial services.
- C. DISTRICT and CONTRACTOR have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 07-045 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 07-045, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from June 21, 2007 until June 30, 2013. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations:

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall be increased by \$50,000 and shall not exceed \$80,000 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED AS TO FORM: ARNOLD, BLEUEL
LaROCHELLE, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

RELIANCE CLEANING SERVICES

By _____
JOSIE GUZMAN
Clerk of the Board

By _____
OFELIA R. MONTES,
Vice President

Exhibit "I"

CONTRACT NO. 07-045

AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RELIANCE CLEANING SERVICE

THIS AGREEMENT is made and entered into this 21st day of June 2007 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and RELIANCE CLEANING SERVICE, a Sole Proprietor, hereinafter "CONTRACTOR." *California Corporation O.M.*

RECITALS

- A. DISTRICT has an urgent need to engage the services of a Janitorial Service.
- B. DISTRICT has selected CONTRACTOR as best qualified by soliciting Statements of Qualifications and Proposals from more than three qualified landscape contracting firms. CONTRACTOR was selected as most fully qualified based on evaluation of all submittals. The selection procedure is in conformance with DISTRICT Purchasing Resolution No. 89-13.
- C. CONTRACTOR represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until satisfactory completion of all provisions of the Agreement. It is anticipated this will occur before June 30, 2011

ARTICLE 2: DISTRICT'S OBLIGATIONS

DISTRICT will pay in accordance with price, terms and conditions as shown in Exhibit I.

ARTICLE 3: CONTRACTOR'S OBLIGATIONS

CONTRACTOR agrees to provide DISTRICT the janitorial services in accordance with specifications and requirements as shown in Exhibit II.

ARTICLE 4: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims including reasonable attorneys fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance or errors and omissions under this Agreement

(including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except to the extent such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 5: INSURANCE

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Certificates shall be issued by an insurance company licensed to do business in California and acceptable to DISTRICT. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

Should CONTRACTOR use the services of a subcontractor, CONTRACTOR shall require that the subcontractor provide and keep in effect identical insurance to that which CONTRACTOR is required to provide pursuant to the terms of this Article 5 and shall require that the subcontractor provide a certificate of insurance to CONTRACTOR and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as CONTRACTOR is required to provide to DISTRICT.

ARTICLE 6: CHANGES IN SCOPE OF PROJECT; AMENDMENT OF AGREEMENT

No change to the exhibits hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by CONTRACTOR and DISTRICT. If conditions beyond the control of CONTRACTOR necessitate a change to either one or both exhibits, the parties agree to negotiate in good faith in an attempt to reach a reasonable amendment to this Agreement. DISTRICT General Manager is authorized to execute amendments on behalf of DISTRICT which do not cumulatively increase the maximum compensation payable to CONTRACTOR (including all Direct Salary and Direct Nonsalary costs) by more than ten percent (10%) of the amount stated in Exhibit I, or Ten Thousand Dollars (\$10,000), whichever is less, and the aggregate total of the original contract and all changes shall not exceed \$55,000 without Board of Directors' approval.

ARTICLE 7: SUSPENSION OR TERMINATION OF SERVICES

If CONTRACTOR refuses or fails to perform the work in a timely and/or otherwise acceptable manner, DISTRICT shall notify CONTRACTOR in writing of such deficiency. Should CONTRACTOR fail to correct such deficiency within fifteen (15) calendar days, DISTRICT may immediately terminate this agreement and notify CONTRACTOR in writing of such termination.

If any part or all of the work for which services have been authorized is postponed, suspended, or abandoned, DISTRICT shall have the right to suspend where the work has been postponed or suspended, or terminate where the work has been abandoned, the rendition of services or that portion of the work so postponed, suspended, or abandoned. In the event of such suspension or termination, CONTRACTOR shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended or abandoned at and to the date of the notice of suspension or termination, and shall not increase CONTRACTOR's total compensation beyond the maximum stated in Exhibit I.

In the event suspension of services exceeds twelve months in duration, CONTRACTOR may, by not less than 30 days' written notice, terminate the services as they apply to the suspended portion of the project.

ARTICLE 8: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods, and procedures for doing the work assigned, and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 9: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 10: AUDIT

DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

ARTICLE 11: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To CONTRACTOR: Ofelia R. Montes
RELIANCE CLEANING SERVICE
PO Box 1027
Santa Paula, CA 93061

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 12: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

ARTICLE 13: TITLE

Title to all materials shall remain with CONTRACTOR until DISTRICT actually accepts the completed project.

ARTICLE 14: RIGHT OF INSPECTION

DISTRICT shall have the right to inspect the materials at the time and place of delivery/installation before accepting them.

ARTICLE 15: NON-INTERFERENCE WITH DISTRICT'S OPERATIONS

CONTRACTOR recognizes the primary activity at the work site is District's maintenance and closure of a solid waste landfill. CONTRACTOR shall operate so all work under this contract is compatible with and does not interfere with DISTRICT's operations.

ARTICLE 16: COMPLIANCE WITH LAWS

This agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

ARTICLE 17: PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 18: INCORPORATION OF RECITALS

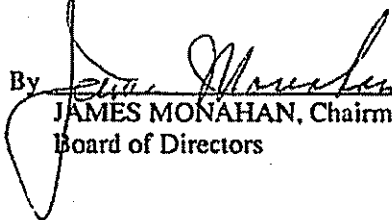
The foregoing recitals are incorporated herein as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM: ARNOLD, BLEUEL,
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL SANITATION DISTRICT

By 
JAMES MONAHAN, Chairman
Board of Directors

ATTEST:

By 
RHONDA CATRON
Clerk of the Board

RELIANCE CLEANING SERVICES

By 
OFELIA R. MONTES,
Vice President

**EXHIBIT I
TERMS AND CONDITIONS**

CONTRACT PRICE

CONTRACTOR shall perform the work described and DISTRICT shall pay CONTRACTOR an amount not to exceed \$55,000 for the complete term of this Agreement.

SCOPE OF WORK

CONTRACTOR shall perform all work as described in Exhibit II.

PAYMENT SCHEDULE

DISTRICT will pay CONTRACTOR the Agreement price upon satisfactory completion of the work. Said payment shall be made within 30 days after receipt and approval of invoice.

BILLING

CONTRACTOR shall submit an itemized invoice in duplicate, referencing Contract No. 07-045, addressed as follows:

Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

CONDITIONS

1. CONTRACTOR will not be held liable for failure or delay in the fulfillment of this agreement if hindered or prevented directly or indirectly by fire, strike, act of God or act of government.
2. In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such persons.
3. CONTRACTOR shall hold DISTRICT, its officials, officers, employees, representatives and agents, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this Agreement.

EXHIBIT II

SCOPE OF SERVICE

The following duties will be provided at the Toland Road landfill, Bailard Landfill and Montalvo Municipal Improvement District.

General Cleaning

Empty wastebaskets and recycle bins
Dust all horizontal surfaces and telephones
Spot clean desktops and file cabinets
Dust mop hard floors
Vacuum all carpeted areas
Spot damp mop hard floors
Spot clean carpets
Sanitize phones, door handles, light switches and plates
Window sills dusted and wiped (inside and out)

Rest Rooms

Clean and sanitize all fixtures and door handles
Clean all glass and mirrors and walls
Restock all paper supplies
Sweep, mop and sanitize floors

VENTURA REGIONAL
SANITATION DISTRICT

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CONTRACT NO. 07-045-1

**AMENDMENT NO. 1 TO CONTRACT NO. 07-045
AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RELIANCE CLEANING SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and RELIANCE CLEANING SERVICES, a ~~Sole Proprietor,~~ *California Corporation O.M.* hereinafter "CONTRACTOR."

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APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

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Vice President