

**COUNTY OF KINGS**

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of June, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Quality Uptime Services, a Corporation (hereinafter "Contractor").

**R E C I T A L S**

WHEREAS, County requires services to inspect and maintain certain equipment used by its Information Technology Department; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the parties mutually agree as follows:

**1. SCOPE OF SERVICES**

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

**3. COMPENSATION**

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Any amounts charged on a time or materials basis shall be paid upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Exhibit A. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement shall be in full force and effect for one (1) year and shall commence on June 20, 2020 and shall terminate on June 19, 2021 unless extended by mutual agreement of the parties.

#### **5. RECORDS AND INSPECTIONS.**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

#### **6. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

#### **7. TERMINATION**

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party

may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

## 8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

## 9. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

#### **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

#### **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

#### **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

#### **13. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, and Section 14 Nondiscrimination.

#### **16. ASSIGNMENT**

Contractor shall not assign this Agreement without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

#### **17. UNFORESEEN CIRCUMSTANCES**

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

#### **18. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

**19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight carrier, e-mail or by prepaid first-class mail addressed as follows:

**COUNTY:**

COUNTY OF KINGS  
1400 W. LACEY BLVD. BLDG. 6  
HANFORD, CA. 93230

**CONTRACTOR:**

QUALITY UPTIME SERVICES  
9 PARKLAWN DRIVE  
BETHEL, CT. 06801

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) e-mail, it is effective as of the date it was sent; d) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**21. SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**22. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

**23. NO THIRD PARTY BENEFICIARIES.**

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

**24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

**25. CONFLICTING PROVISIONS**

In the event of any conflict or inconsistency between the body of this Agreement and any Exhibit hereto, the terms and provisions of this Agreement shall prevail and be given priority.

**26. AUTHORITY**

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

[Signature page to follow]




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

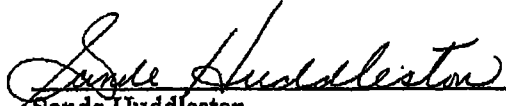
COUNTY OF KINGS

QUALITY UPTIME SERVICES

DocuSigned by:  
By: Evan Jones 7/7/2020  
8822368803044A2  
Evan Jones, Purchasing Manager

By: 

Approved and Endorsements Received:

  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: 

Exhibits/Attachments:  
Exhibit A: Scope of Work

# Exhibit A Scope of Work



## PREVENTIVE MAINTENANCE & SERVICE CONTRACT

### Account Information:

Quote Date:	2/26/2020	Quote #:	022027622
Account:	County Of Kings Jail	Address:	1570 Kings County Dr Hanford, CA 93230
Site Contact:	Jeremy Waterman	Account Manager:	Frank Monticelli
Start Date:	06/21/2020	End Date:	06/20/2021

### Covered Equipment:

1	Liebert	38SA120A0A00	120KVA	UPS	Elect Room #2	Level 1 Full Coverage	2	\$5,412.00
40		VRLA		BATT	Elect Room #2	Level 4 - PM Only	4	Included
<b>TOTAL PRICE</b>								<b>\$5,412.00</b>

### Service Coverage's:

**Level 1 – Full-Service Coverage Includes:**

- Phone Support | 7x24
- Emergency Response | Guaranteed 4 Hour
- Coverage Type | Comprehensive Parts/Emergency Labor Coverage<sup>1</sup>
- Maintenance Window Annual PM's | Performed during Any Hours
- Maintenance Window All Other PM's | Performed during Business Hours<sup>2</sup>

**Level 4 - PM Only Coverage Includes:**

- Phone Support | 7x24
- Emergency Response | Guaranteed 4 Hour
- Coverage Type | PM Only with Emergency Response & Remedial Repair on a T&M Basis
- Maintenance Window Annual PM's | Performed during Any Hours
- Maintenance Window All Other PM's | Performed during Business Hours<sup>2</sup>

**Pricing:** (Any Applicable Taxes are not included in the pricing below)

<b>One (1) Year Contract Price:</b>		\$5,412.00	<input type="checkbox"/>
<b>Optional eSentry Monitoring</b>		\$100 PER MONTH for 1st unit \$35 per month for each additional unit (per room) Minimum 2-year service	<input type="checkbox"/>
<small>The cloud-based eSentry UPS monitor by Quality Uptime Services allows you to remotely monitor your UPS as well as the environmental conditions it operates in. eSentry provides real-time alerts allowing you to take appropriate action quickly to correct any issues and arrange for emergency dispatch.</small>			

**Billed:**  Annually  Quarterly

### Quality Uptime Value-Added Options:

Please have a representative contact me for:



## SCOPE OF WORK | UPS

- Inspect the environment, general room condition (cleanliness, security, access to equipment)
- Check for proper air movement, in and around the equipment
- Check air filters: (replace if necessary)
- Identify any abnormal noise
- Identify any abnormal vibrations
- Inspect Instruments and record equipment readings
- Verify status indicating lights are functional
- Verify alarm and system status indication lights are displaying correct equipment operational status
- Inspect AC input filter capacitors for open fuses, swelling and leakage
- Inspect DC filter capacitors for open fuses, swelling and leakage
- Inspect AC output filter capacitors for open fuses, swelling and leakage
- Inspect DC bleeder resistors
- Verify automatic transfer systems are enabled
- Verify remote status panel / building management systems correct operational status
- Inspect major magnetics for signs of excessive heat or deterioration within the windings, winding insulators and core laminations and mounting hardware
- Verify major magnetic 1st and 2nd stage over temperature alarms functions
- Visually and electrically inspect rectifier major power assemblies
- Visually and electrically inspect inverter major power assemblies
- Visually and electrically inspect static switch major power assemblies
- Measure and record AC input filter bank amperage and capacitance
- Measure and record AC output filter bank amperage and capacitance
- Visually and electrically inspect logic major assemblies
- Electrically verify control logic power supply potentials
- Electrically verify critical logic control and power signals
- Electrically verify critical power output waveforms are within parameters
- Visually inspect power and control wiring for damage, worn insulation and signs of excessive heat or arcing
- Check power and control lugs and connections
- Visually inspect UPS switchgear components for signs of damage
- Visually inspect UPS switchgear circuit breakers and contactors (exercise if applicable)
- Electrically verify UPS switchgear logic power supply potentials
- Visually inspect UPS switchgear power and control wiring for damage, worn insulation and signs of excessive heat or arcing

Thermal scan equipment for excessive heat (rectifier, inverter, capacitor filters, magnetic's, circuit breakers / contactors, power cables and assemblies)

Verify proper load sharing among modules

Calibrate equipment AC, DC, Voltage, Amperage and frequency metering

Test UPS switchgear transfer logic

Exercise the operation of the UPS circuit breakers and contactors, if applicable

Electrically verify rectifiers DC float, recharge and equalize Voltage

Electrically verify rectifiers DC ripple is within parameters

Perform control logic calibration per operational specifications

Verify and adjust system load share for correct levels

Electrically verify static switch gate drive circuits, voltage redundancy transfer and retransfer levels

Check torque of mechanical and electrical connections

Perform operational integrity verification, transfers and battery discharge

Perform and verify correct UPS system input fail operations (If approved by customer)

## SCOPE OF WORK | BATTERIES

Inspect the environment, general room condition (cleanliness, security, access to equipment)

Record ambient battery room temperature

Eye wash or bottled eye neutralizer available

Check the integrity of the battery rack / cabinet

Visually inspect each battery container for cracks, leaks and acceptable physical limits

Visually inspect terminals inter-cell / battery connectors, associated hardware and cables

Visually inspect for evidence of corrosion of the terminals and connectors (Clean as required)

Insure the general appearance and cleanliness of the battery system, clean normal accumulation of dust and debris

Measure and record total battery string DC float potential at the battery string end plates

Verify rectifier charger output current and voltage is within acceptable parameters

Determine battery state of charge and adjust float accordingly

Measure and record every individual battery DC voltage potential

Measure and record voltage between DC end terminals and Ground to detect possible ground fault conditions

Measure and record individual batteries internal resistance via MilliVolt readings

Compare the recorded impedance with the manufacturer's specifications to identify any potentially defective batteries

Measure Rectifier / charger DC ripple voltage, insure it is within the batteries acceptable design parameters

Spot check torque on inter-battery connections



Clean battery terminals and bus bar connections

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Neutralize accessible cell surfaces

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Coat battery terminals, bus bars and connectors with a thin film of conductive lubricant (when recommended by manuf.)

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Re-torque inter battery connections in accordance with IEEE and / or manufacturer's specifications.

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Visually and electrically inspect the battery cabinet / rack ground status

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Test the rectifier / charger DC ground alarm functions (if applicable)

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Thermal scan battery posts

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Measure and record individual batteries internal impedance (VRLA)

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