

AGREEMENT FOR SERVICES #3263
AMENDMENT I

Janitorial Services – Briw Road

This Amendment I to that Agreement for Services #3263, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Pro-Line Cleaning Services Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6100 Enterprise Drive, Suite G, Diamond Springs, California 95619, (*Mailing: P.O. Box 850, Diamond Springs, CA 95619*), (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide janitorial services for the County of El Dorado Health and Human Services Agency facilities located at 3047 Briw Road and 3057 Briw Road, Placerville, CA 95667, in accordance with Agreement for Services #3263, dated August 28, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, due to COVID-19, the County has determined that supplemental daily cleaning is necessary at 3047 Briw Road and 3057 Briw Road, Placerville, CA 95667, for the safety of clients and staff; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation for Services, ARTICLE IV – Maximum Obligation, and ARTICLE XXVII – Contract Administrator** of said Agreement; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #3263 shall be amended a First time as follows:

1) Article I is hereby amended to add Item U. as follows, and shall become effective upon execution:

ARTICLE I

Scope of Services

U. Supplemental Services Related to COVID-19. Commencing after 11:00 am each weekday (Monday through Friday, not including Holidays), to be terminated in writing by County with seven (7) days advance written notice, Contractor shall perform the following supplemental services:

1. Using EPA-registered disinfectant products for use against SARS-CoV-2 (COVID-19), sanitize and disinfect high touch points on main and staff entrance doors, lobbies, reception counters, restrooms, breakroom/kitchens, copy rooms, conference rooms, training rooms, interview booths/rooms, and other group or staff spaces. High touch points include but are not limited to:
 - Door handles, counter tops, light switches, appliance handles (refrigerators and microwaves, etc.), fixture handles (sinks, toilets, etc.), bathroom stall doors, paper towel and soap dispensers, water fountains, copy machine control panels, and the tables, phones, and keyboards in conference, training and meeting rooms.

2) Article III is hereby amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Services provided for partial months shall be prorated on a daily basis. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered. Services provided for partial months shall be prorated on a daily basis.

For the purposes of this Agreement, the billing rates shall be in accordance with the following:

| 3047 Briw Road | | | |
|-----------------------|-------------------------|-----------|----------|
| | Term | Per Month | Annual |
| Year One | 09-01-2018 – 08-31-2019 | \$1,115 | \$13,380 |
| Year Two | 09-01-2019 – 08-31-2020 | \$1,226 | \$14,712 |
| Year Three | 09-01-2020 – 08-31-2021 | \$1,348 | \$16,176 |

| 3057 Briw Road | | | |
|-----------------------|-------------------------|-----------|----------|
| | Term | Per Month | Annual |
| Year One | 09-01-2018 – 08-31-2019 | \$4,506 | \$54,072 |
| Year Two | 09-01-2019 – 08-31-2020 | \$4,886 | \$58,632 |
| Year Three | 09-01-2020 – 08-31-2021 | \$5,266 | \$63,192 |

For the purposes of this Agreement, the supplemental billing rates shall be in accordance with the following, and shall become effective upon execution:

| Supplemental Cleaning Rates* - 3047 Briw Road | | | |
|--|-------------------------|-----------|----------|
| | Term | Per Month | Annual |
| Year Two | Execution – 08-31-2020 | \$945 | \$945 |
| Year Three | 09-01-2020 – 08-31-2020 | \$945 | \$11,340 |

| Supplemental Cleaning Rates* - 3057 Briw Road | | | |
|--|-------------------------|-----------|----------|
| | Term | Per Month | Annual |
| Year Two | Execution – 08-31-2020 | \$2,600 | \$2,600 |
| Year Three | 09-01-2020 – 08-31-2020 | \$2,600 | \$31,200 |

* Subject to termination by County with seven (7) days advance written notice.

Special janitorial requests beyond the scope of this Agreement shall be billed separately per the price approved by the County's designated contact(s).

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

| Mail invoices to: | Mail remittance to: |
|--|--|
| Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667 | Pro-Line Cleaning Services, Inc. P. O. Box 850 Diamond Springs, CA 95619 |

In the event that Contractor fails to deliver the documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth in accordance with ARTICLE XII, "Default, Termination, and Cancellation," to the original Agreement. In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

3) Article IV is hereby amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation of the County under this Agreement, as amended, shall not exceed \$277,000.00 for all of the stated services during the term of the Agreement.

4) Article XXVII is hereby amended in its entirety to read as follows:

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, Program Manager, Health and Human Services Agency, or successor.

Except as herein amended, all other parts and sections of that Agreement #3263 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #3263 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Brian K. Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

PRO-LINE CLEANING SERVICES, INC.
(A CALIFORNIA CORPORATION)

By: _____
Paul Funk, President
"Contractor"

Dated: _____

By: _____
Karen Clifton
Corporate Secretary

Dated: _____