

Pro-Line Cleaning Services, Inc.

Janitorial Services

AGREEMENT FOR SERVICES #326-S1511

THIS AGREEMENT, 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 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, and whose mailing address is Post Office Box 850, Diamond Springs, California 95619 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to assist its Community Development Agency in providing janitorial services for the Transportation Division's facilities located at 2441 Headington Road, Placerville, California; 2443 Headington Road, Placerville, California; and 1121 Shakori Drive, Meyers, California;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code §31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, supplies and services necessary to provide selected janitorial services for the Community Development Agency, Transportation Division's facilities located at 2441 Headington Road, Placerville, California; 2443 Headington Road, Placerville, California; and 1121 Shakori Drive, Meyers, California as indicated below. Services shall be provided in accordance with the following:

A. DAILY SERVICES

1. Floors and Interior Stairways/Not Carpeted
 - a. Sweep and dust mop
 - b. Wet mop all spillage on tile floors
2. Floors and Interior Stairways/Carpeted
 - a. Vacuum and spot clean when necessary
3. Furniture
 - a. Dust furniture, taking care not to disturb papers left on desks
 - b. Dust all ledges that may be reached without the use of a ladder
4. Wastebaskets
 - a. Empty and clean all wastebaskets, except where otherwise directed
5. Woodwork and Partition Glass
 - a. Remove hand marks from woodwork and partition glass
6. Drinking Fountains
 - a. Clean all drinking fountains
7. Halls, Entranceways and Sidewalks
 - a. Sweep all surfaces
8. Glass Entrance Doors
 - a. Clean all glass entrance doors
9. Restrooms
 - a. Clean and disinfect commodes, toilet seats and urinals
 - b. Clean mirrors and fixtures
 - c. Wet mop restroom floors

B. WEEKLY SERVICES (once per week unless required more often)

1. Dust picture frames and clean glass, perform all low dusting of furniture and baseboards
2. Clean metal thresholds, trim around doors and light switches
3. Buff floors between wax applications
4. Restrooms (Sign Shop and Bridge Shop)
 - a. Clean and disinfect commodes, toilet seats and urinals
 - b. Clean mirrors and fixtures
 - c. Wet mop restroom floors

C. SEMI-MONTHLY (two [2] times per month)

1. Wash, re-wax and polish vinyl asbestos tile and/or linoleum floors

D. MONTHLY

1. Shampoo carpets where necessary

E. QUARTERLY (every three [3] months)

1. Dust vertical wall surfaces, ceiling lighting fixtures and other high dusting requiring the use of a ladder
2. Wash all exterior windows, inside
3. Wash all outside windows as weather permits

F. SEMI-ANNUALLY SERVICE (two [2] times per year)

Professionally shampoo carpeting in buildings during the first month of the Agreement and every six (6) months thereafter. This is a minimum requirement in addition to spot cleaning performed as required.

G. SUPERVISION

1. Contractor agrees that its staff shall have adequate supervision to ensure that facilities are maintained consistently in accordance with the terms of this Agreement. Contractor shall furnish to the Contract Administrator, the name of Contractor's supervisor for each facility who may be contacted by County when problems occur.
2. All services shall be provided under the direction of Contractor's supervisor; however, as needed, Contractor agrees to meet on-site with key County personnel at each facility to discuss cleaning needs.

H. SUPPLIES

1. Contractor agrees to furnish equipment, supplies and materials, including, but not limited to, cleaning soaps, waxes (UL approved slip resistant type), brooms, mops and any other equipment and safety devices necessary to perform the services required herein.
2. County agrees to furnish paper towels, toilet tissue, hand soap, seat covers, sanitary napkins, electric light bulbs, and fluorescent tubes.

I. HOURS OF SERVICE

Services shall be provided between the hours of 6:00 P.M. and 7:00 A.M. five (5) days per week, excluding County holidays, unless otherwise specified.

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed to Contractor for all of the janitorial services identified herein to be provided under this Agreement, including identifying the specific days of the week when services will be provided. Contractor shall not commence any work under this Agreement until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

ARTICLE II

Term: This Agreement shall become effective on February 1, 2015, and shall expire on January 31, 2018.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rate shall be \$2,320.00 per month.

The total amount of this Agreement shall not exceed \$83,520.00, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667
Attn.: Cierra Garcia

or to such other location as County directs.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VII

Security and Confidentiality Requirements: Contractor agrees to comply with the following security and confidentiality requirements, and shall ensure the compliance of Contractor's employees and personnel (collectively referred to as "Contractor") as follows:

- A. When performing services under this Agreement, only Contractor's authorized employees and personnel are allowed on the premises of the County facilities that are the subject of this Agreement ("Subject Facilities").
- B. When performing services under this Agreement, Contractor shall not turn on or use any County electronic devices and shall not read any computer or digital screens, County documents or written materials located in the Subject Facilities.
- C. Contractor shall not remove any written materials from the Subject Facilities except those placed in the trash by County employees. Contractor shall treat all materials removed from the Subject Facilities for disposal as confidential, and shall take reasonable measures to ensure such materials are not accessible to or used by any person for any purpose other than proper disposal.
- D. Contractor shall comply with all additional security procedures applicable to the Subject Facility that are provided to Contractor by the Contract Administrator or other designated agent for the County.
- E. Contractor shall not disclose any information learned during the performance of services under this Agreement to any third party.
- F. Contractor shall be responsible for turning off all lights and locking all doors in all offices when leaving the Subject Facilities. Contractor shall further be responsible for all keys issued to it for the Subject Facilities, and shall return said keys upon termination of this Agreement or upon the Contract Administrator's request. If the keys are lost or if Contractor cannot return the keys for any

reason, Contractor shall be responsible for the cost of reproducing, replacing said keys or re-keying locks.

The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

ARTICLE VIII

Responsibility for Compliance with Security Alarm Procedures: Contractor shall comply with the Contract Administrator's instructions regarding access to County facilities protected by any type of security alarm, monitor, system, device, service or equipment. Contractor shall be responsible for all costs incurred by County as a result of Contractor's failure to comply with the Contract Administrator's instructions, including but not limited to, any fees imposed by local law enforcement agencies, fees imposed by the vendor or company providing the security service, and the cost of any time required by County personnel. County may deduct any such costs incurred by County from any compensation due or owing Contractor under this Agreement.

ARTICLE IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. All employees of the Contractor shall be fingerprinted by the El Dorado County Sheriff's Department at the Contractor's expense prior to those employees providing janitorial services at any County facility. Contractor shall provide County's Contract Administrator with proof that this requirement has been fulfilled prior to any services being performed under this Agreement by Contractor's employees.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and

other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party

giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

Attn.: Don Spear
Deputy Director
Maintenance and Operations
Division

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts and Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Pro-Line Cleaning Services, Inc.
Post Office Box 850
Diamond Springs, California 95619

Attn.: Paul Funk, Owner

or to such other location as Contractor directs.

ARTICLE XV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000. For the purposes of this Agreement, professional liability is not required.
- E. Proof of a Janitorial Bond of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- I. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- J. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- M. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to

conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXI

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Spear, Deputy Director, Maintenance and Operations Unit, Transportation Division, Community Development Agency or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____

Don Spear
Deputy Director
Maintenance and Operations Unit
Transportation Division
Community Development Agency

Dated: _____

Requesting Division Concurrence:

By: _____

Bard R. Lower
Transportation Division Director
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____

Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- PRO-LINE CLEANING SERVICES, INC. --

By: _____
Paul Funk
President
"Contractor"

Dated: _____

By: _____
Karen Clifton
Corporate Secretary
"Contractor"

Dated: _____