

Pro-Line Cleaning Services, Inc

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6548

THIS FIRST AMENDMENT to that Agreement for Services #6548 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 4400 Business Drive, Suite 200, Shingle Springs, California 95682, and whose mailing address is Post Office Box 850, Diamond Springs, California 95619 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide routine and recurring janitorial services for the Public Safety Facility located at 200 (Public Safety Building), 220 (Special Operations), and 240 (Morgue) Industrial Drive, Placerville, California 95667, pursuant to Agreement for Services #6548, dated June 15, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to remove services and add semi-annual and as-needed services, amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$87,508.08, and revise County's invoice recipient, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County notice recipients, amending **ARTICLE XX, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXXVI, Contract Administrator**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions and add Work Order language, adding **Exhibit B, "California Levine Act Statement"**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6548 on the following terms and conditions:

I. ARTICLE I, Scope of Work, the paragraphs prior to Section A, County Responsibility, and Section F have been fully replaced, to read as follows:

Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in individual Work Orders issued pursuant to this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Contractor. For each work assignment, Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each as-needed work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article hereto, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor, unless specifically described as a task or item of work to be performed or provided by County. Contractor shall be solely responsible for the supervision, administration and work performed by any subcontractor for services rendered under this Agreement.

- F. Contractor shall provide the following routine and recurring janitorial services for the Public Safety Facility located at 200 (Public Safety Building), 220 (Special Operations, including the Radio Shop, Special Operations Training Room, two [2] Special Operations Training Room restrooms, and the Special Operations Breakroom), and 240 (Morgue) Industrial Drive, Placerville, California 95667.

Contractor shall leave each facility visually clean having wiped, spot removed, dusted, mopped, vacuumed, emptied or otherwise cleaned each area listed in this Agreement to the standards defined within this Agreement, industry standard, and to the County's expectation. The intent of this scope of work is to find these areas visually clean, all hard surfaces sanitized, all fabrics unstained, vacuumed, and ready for use upon entry every day. All areas should smell clean but should not have a bold cleanser smell upon entry.

1. Daily Services

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

- j. Dispenser/disposable supplies
 - i. Replenish County-supplied paper, soap, sanitizer, and personal hygiene supplies as needed

2. Weekly Services (one [1] time per week unless required more often)

- a. Clean door glass
- b. Perform all low dusting of furniture and baseboards
- c. Clean metal thresholds, trim around doors, and light switches
- d. Buff floors

3. Monthly Services

- a. Dust vertical wall surfaces, picture frames, ceiling lighting fixtures, and other high dusting requiring use of ladder.

4. Semi-annual services (two [2] times per year)

- a. Clean exterior and interior windows.

5. Special deep cleaning, biohazard clean-up, and any additional as-needed services. Services performed as the result of a Work Order issued by the County may be subject to prevailing wage requirements.

II. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of itemized invoices identifying the services rendered.

For the purposes of this Agreement, the billing rates for the routine and recurring services shall be:

Year 1	07/01/2022-06/30/2023	\$8,161.00 per month
Year 2	07/01/2023-06/30/2024	\$11,865.67 per month
Year 3	07/01/2024-06/30/2025	\$12,252.67 per month

Special deep cleaning, biohazard clean-up, and any additional as-needed services shall be billed at \$125/hour, and the cumulative total of such services shall not exceed \$6,500 for the term of the Agreement.

The total amount of this Agreement shall not exceed \$393,852.08, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of Contractor to invoice for same.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Charles Harrell
Facilities Division Manager

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIX, Default, Termination, and Cancellation, herein.

III. ARTICLE XX, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XX

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
Chief Administrative Office
Facilities Division
3000 Fair Lane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

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 A. Funk, President

or to such other location as Contractor directs.

- IV. ARTICLE XXXVI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

- V. The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

ARTICLE VI

Safety: Contractor shall maintain safe conditions at the County's contracted building(s) or other locations to be serviced under this agreement during the performance of the services described herein for the public, County staff, and all persons performing the services required by this agreement. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, cleaning solutions, materials, or other supplies, if applicable, in a sealed container and removing them at the end of each work day.

ARTICLE XVIII

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 and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect;
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately 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 or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. 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, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIII

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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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.
- E. Proof of 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, inclusive of the guarantee/warranty period specified hereinbelow. 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 thirty (30) days 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 in respect to 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 in respect to 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 XXXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIX, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

VI. The following Articles of the Agreement are added to read as follows:

ARTICLE XLIII

Prevailing Wage: County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities

Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

ARTICLE XLIV

Apprentices: Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE XLV

Certified Payroll: As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
 1. Make available or furnish to the employee or his or her authorized representative on request.

2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE XLVI

Displaced Janitor Opportunity Act: Contractor certifies that it will meet any and all Displaced Janitor Opportunity Act ("DJOA") requirements contained in California Labor Code Sections 1060 – 1065, to the extent they are applicable. Contractor agrees it has read and understands the meaning, intent, and requirements of the DJOA. The above referenced sections of the California Labor Code may be viewed online at the link below: http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=3.&chapter=4.5.&article.

Except as herein amended, all other parts and sections of Agreement for Services #6548 shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6548 on the dates indicated below.

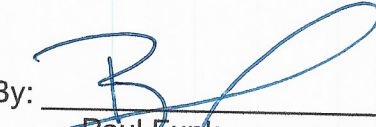
--COUNTY OF EL DORADO--

By: _____

Dated: _____

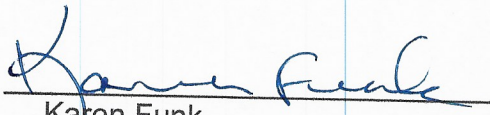
Purchasing Agent
Chief Administrative Office
"County"

--PRO-LINE CLEANING SERVICES, INC--

By:  _____

Dated: 5-17-2023

Paul Funk
President
"Contractor"

By:  _____

Dated: 5-17-2023

Karen Funk
Corporate Secretary

Pro-Line Cleaning Services, Inc

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES NO

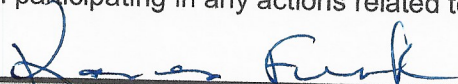
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

5-17-2023

Date

Pro Line Cleaning
Type or write name of company



Signature of authorized individual

Karen Funk

Type or write name of authorized individual