

**AGREEMENT FOR SERVICES 052-S1710**

Janitorial Services

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**THIS AGREEMENT** 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 G Enterprise Drive, Diamond Springs, California 95619, (mailing: P.O. Box 850, Diamond Springs, CA 95619) and whose Agent for Service of Process is Paul Funk, 6100 Enterprise Drive, Suite G, Diamond Springs, CA 95619 (hereinafter referred to as “Contractor”).

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide selected janitorial services for the County of El Dorado Health and Human Services Agency facilities located at 768 Pleasant Valley Road, Diamond Springs, CA 95619; and

**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; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado 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 and equipment necessary to provide selected janitorial services for the Health and Human Services Agency facilities located at 768 Pleasant Valley Road, Diamond Springs, CA. Service at all facilities shall be provided in accordance with the following:

A. County Responsibility:

1. County shall be responsible for providing directions to Contractor. These directions shall include but are not be limited to the following:
  - a. Identify County's designated contact(s) for each building. The County's designated contact(s) shall submit in writing to Contractor the names of County personnel that shall have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than County authorized personnel shall not be accepted or paid for by County; and
  - b. Provide training assistance to Contractor's staff in security protocols and procedures; and
  - c. Establish time and frequency of direct meetings with Contractor's Project Manager; and
  - d. Schedule inspections with Contractor's Project Manager. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. Contractor Responsibility:

1. Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items and services necessary to perform the janitorial services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy, and safe work environment for all occupants of and visitors to County-leased office building(s). The specifications contained in this document have been developed to establish the minimum level of janitorial services required by County. Contractor will be responsible for completing a janitorial check sheet similar to that of Exhibit "A" "Janitorial Checklist," incorporated herein and made by reference a part hereof.
2. Janitorial services shall be provided between the hours of 7:00 p.m. and 5:00 a.m., Monday through Thursday. Services for Friday may be provided Friday between the hours of 7:00 p.m. and 5:00 a.m. or on the following Saturday or Sunday between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays unless otherwise specified or with prior approval of County's designated contact(s). County shall provide Contractor with a list of County holidays and, when possible, shall provide advance notice of building closures due to unforeseen circumstances.
3. Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at County facilities. These activities shall include but may not be limited to the following:
  - a. Recruit, screen, background check, and train personnel to ensure Contractor's staff is capable of fulfilling the requirements of this Agreement; and
  - b. Train employees in County's security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures; and
  - c. Cooperate with County officials in investigation of suspected criminal activity committed by Contractor's employee(s) or witnessed by Contractor's employee(s); and
  - d. Provide a Project Manager who shall be responsible for the performance of Contractor under this Agreement and who shall remain County's primary contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with County's designated contact(s) to ensure prompt and timely response to any concerns or problems that may arise. Time and

- frequency of direct meetings may vary as determined by the County's designated contact(s). The Project Manager shall contact the County's designated contact(s) to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Agreement and Contractor's performance; and
- e. Provide adequate field supervision to ensure Contractor's janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed written plan for providing supervision including a detailed written back up plan(s) in the event janitorial staff is absent or leaves premises prior to completion of duties, must be provided in writing to County; and
  - f. Develop an internal monitoring system that shall be used to ensure service quality. Said internal monitoring system shall include non-scheduled spot checks as well as regularly scheduled written inspections with a copy to the County's designated contact(s). County's designated contact(s) may choose to inspect with or independently of Contractor; and
  - g. Evaluate staff performance; and
  - h. Report vandalism and/or damage of County's property to the County's designated contact(s) immediately upon discovery; and
  - i. Inform Contractor's employees that County equipment shall not be used by Contractor or Contractor's employees without prior written approval of County.
4. Contractor shall conform to all applicable Federal, State, and local laws, and to the requirements of this Agreement. In performing work under this Agreement, Contractor shall:
- a. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of any person(s) performing or in any way coming into contact with the performance of this Agreement; and
  - b. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and
  - c. Take such additional precautions as the County's designated contact may reasonably require for health, safety and environmental protection; and
  - d. Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the County's designated contact, shall be grounds for termination of this Agreement in accordance with the Default, Termination and Cancellation clause of this Agreement; and
  - e. Damage Reports. In all instances where County property or equipment is damaged, Contractor shall submit to the County's designated contact a full report of the facts and extent of such damage verbally within an hour by leaving a message at County's designated contact's phone number and in writing within 24 hours of the occurrence; and
  - f. Accident Reports: Contractor shall comply with State of California, OSHA and all other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. All accidents shall be reported to County's designated contact in person or by phone within one hour of accident. A full written report of the accident, including all known facts and

the extent of such damage, shall be provided in writing to the County's designated contract within 24 hours of the occurrence; and

- g. Chemical Spills: The Contractor shall provide a plan that addresses incidental and emergency spills of any chemicals brought on-site; and
- h. Hazard Communications: Contractor must maintain a minimum of three (3) updated Material Safety Data Sheets (MSDS) files on-site as follows:
  - One (1) shall be given to County's designated contact; and
  - One (1) shall be placed in Contractor's Agreement file; and
  - One (1) shall be kept in each janitorial closet located on premises.

C. Contractor Responsibilities re: Employee Recruitment:

1. Employee Screening: Contractor shall be required to have all employees assigned to work at County facilities to participate in and provide current results of the below screening processes to Contractor. County will not pay for any screening processes. All screening processes must be employee or Contractor paid. Contractor shall review the screening process results to ensure employee meets County criteria. Contractor shall retain a copy of the screening process results in their employee files and shall provide a written declaration to County prior to the first day of employee's working at County facility certifying that the employee has successfully passed the following screening processes:
  - a. Verify residency for the past seven (7) years; and
  - b. Conduct background checks based on residency location, up to and including fingerprinting, every three (3) years; and
  - c. Persons with any history of drugs, violence of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at any County facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination; and
  - d. Conduct, at minimum, a five (5)-panel drug screen test for Tetrahydrocannabinol [THC], Cocaine, Phencyclidine [PCP], Opiates [Codeine, Morphine, 6-AM aka "Heroin,"] and Amphetamines [Methamphetamine, MDMA aka "Ecstasy," and synthetic stimulants aka "Bath Salts"] for each person who will be assigned to work at any County facility. Contractor shall not assign any person with positive test drug screen results to work at any County facility.
2. Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the designated County contact(s) shall be notified prior to the change. In addition, staff shall have the ability to:
  - a. Read, write, speak, and understand the English language; and
  - b. Have the necessary public relations skills to deal with employees and patrons in a professional, courteous, businesslike manner; and
  - c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner; and
  - d. Maintain poise, self-control, tact, diplomacy, and mature judgment under stress.
3. County shall be the sole judge of efficiency and acceptability of each janitorial employee's performance while on site. County reserves the right to require Contractor to remove any janitorial personnel from further duty at County without cause and

without the right to recover damages by such janitorial employee or by Contractor from County. If County requires the removal of any janitorial personnel from duty, County may, at its sole discretion, provide Contractor the reasons for the removal demand. However, County is not required to provide such reasons, Contractor may not challenge such reasons, and Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by County.

- D. Contractor Responsibility re: Identification and Conduct of Contractor's Employee(s):
1. Contractor shall ensure that only their properly identified employees listed with the County's designated contact(s) are permitted on the premises during the performance of daily duties.
  2. Contractor shall be held strictly accountable for damages or breaches of security caused by its employees.
  3. Contractor's employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.
  4. Contractor's employees must wear a badge in plain view indicating the employee's name and company name in letters not less than ¼ inch in height.
  5. Contractor's employees must not consume food or beverages while performing their contractual duties. If available, Contractor's employees may use the individual Department's lunchroom for normal breaks and lunch periods.
  6. Contractor's employees shall not consume alcoholic beverages nor use narcotics while on duty nor be under the influence of any intoxicating liquor or other substance when reporting for duty.
  7. Contractor's employees must not receive nor initiate personal telephone calls from County-owned telephones.
  8. Contractor's employees must not fraternize with County staff, Clients, or visitors to the building nor unnecessarily disrupt County employees from their work while performing their contractual duties.
  9. Contractor's employees must not play radios or other sound equipment while performing their contractual duties without the prior approval of Contractor and County's designated contact(s).
- E. Contractor Responsibility re: Confidentiality:
1. All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be strictly treated by Contractor and Contractor's staff as confidential information. Contractor and Contractor's staff shall not disclose or use, directly or indirectly, at any time any such confidential information.
  2. Contractor shall be bound to confidentiality any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor or by its staff shall constitute grounds for immediate cancellation of the Agreement and may result in legal action.
  3. Each of Contractor's employees, including temporary staff, shall be required to sign an "Employee Confidentiality Agreement" and as more fully described in Exhibit "B" incorporated herein and made by reference a part hereof. Contractor shall keep a copy of the Employee Confidentiality Agreement. The original copy shall become the property of the County, given to the County's Contract Administrator, and filed in

Contractor's Agreement file. Each of the Contractor's employees will be required to re-sign the "Employee Confidentiality Agreement" on an annual basis.

F. Contractor Responsibility re: Security:

1. County shall provide Contractor with entry cards and/or keys (keys) necessary to perform the janitorial services required under this Agreement.
2. Contractor shall be responsible for all keys issued for access to County premises and shall return said keys immediately upon termination of this contract. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor's and/or its employees' negligence shall be billed to Contractor.
3. Contractor must maintain a secure environment while cleaning the facility.
  - a. Contractor shall be given instructions on County's sign in/out procedures. It shall be Contractor's responsibility to assure sign in/out procedures are strictly followed; and
  - b. No one shall be allowed access to or into any County facility except Contractor's employees who are responsible for performing actual janitorial services; and
  - c. Contractor's employees shall not have relatives or other personal visitors at the work site; and
  - d. Upon completion of work each day, Contractor's staff shall be responsible for securing all entrances and exits to building prior to their departure, including but not limited to gates, and entries to management offices, and shall ensure that County employee "open" signs are turned to "closed." Immediately prior to leaving the premises at the end of their shift, employees shall ensure building's security alarm is properly alarmed. Failure to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to vendor and possible cancellation of the contract; and
  - e. Contractor shall be responsible for all costs associated with their or their employee's failure to set any required alarms or secure any facility properly upon their departure (i.e. false alarm fees, stolen items or equipment, damage repairs, etc.). In addition, should the Agreement be canceled for failure of Contractor or Contractor's staff to properly secure the building or set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, shall be charged to Contractor. County may deduct these costs from any monies due to Contractor.

G. Supplies:

1. Contractor agrees to:
  - a. Furnish all supplies and materials necessary for the proper performance of each janitorial service. Supplies and materials including but not limited to brooms, brushes, dust cloths, wet and dry mops, ladders, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes (UL approved slip-resistant), wax stripper, metal and furniture polish and any other compounds necessary to properly maintain the premises. At a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications. Contractor shall, as much as feasibly possible, use "scent free" material and supplies. Contractor shall not use any material or supplies which the County's designated contact(s) determine would be unsuitable

- for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons; and
- b. Provide all necessary cleaning equipment including but not limited to buffing machines, industrial type vacuum cleaners, hot water extraction equipment, and supplies needed for the performance of the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the County's designated contact(s). Said approval shall not be unreasonably withheld. Equipment deemed by the County's designated contact(s) to be of improper type or design or inadequate for the purpose intended shall be replaced by Contractor; and
  - c. Contractor shall provide to the County's designated contact(s) Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings and posted the MSDS in all janitorial closets; and
  - d. Contractor shall provide hazardous chemical training to Contractor's employees; and
  - e. Contractor agrees to ensure all supplies stored in the janitor closet(s) shall meet Fire Code requirements, including, but not limited to, 18" ceiling clearance; and
  - f. Contractor agrees to submit a monthly supply order to designated County contact(s) during the last week of the month for supplies to be used in the following month.
2. County agrees to:
    - a. Supply necessary consumable supplies for facility and restroom. Consumable supplies shall include but not be limited to trash bags, hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, toilet seat covers, electric light bulbs and fluorescent tubes; and
    - b. Provide storage (janitor closet) for Contractor to store any necessary supplies, materials, and equipment; and
    - c. Furnish electrical power at existing power outlets for Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water shall also be made available as necessary for that purpose.
- H. Contractor Daily Services:
1. General:
    - a. Dusting: Contractor shall "low" dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, partition ledges, telephones, bookcases and other office equipment with the exception of desks and tables covered with papers and other work materials. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, reception desks, or interview booths. Desk and cabinet tops left clear of papers and other work materials shall be "low dusted." Contractor shall accomplish all dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools; and
    - b. Hard Surface Floor Areas:

- Sweep and Dust Mop: Thoroughly sweep and dust mop all hard surface areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved shall be replaced in their original found position. Dust mops shall be treated with water based dust control chemical. Dust and dirt shall be placed into plastic trash bags, tied off, and removed outside to the dumpster. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles, and dirt streaks. No dirt shall be left in corners, under furniture, behind doors, etc. No dirt shall remain where sweepings were picked up. No dirt, trash, or foreign matter shall be left under desks, tables, or chairs; and
  - Damp Mop: Thoroughly damp mops all hard surface floor areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved shall be replaced in their original position after floor has dried completely. A clean cotton mop head that is in good condition shall be used for mopping. Clean water shall be used at all times and water shall be changed often. Mop head must be only damp and no excess water shall be left behind on floor. Approved proper chemicals shall be used at all times and at proper dilution. Finished floor shall be clean and streak free; and
- c. Carpeted Floor Areas:
- Vacuum all carpeted areas. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off, and remove to the dumpster. As part of the vacuuming process, carpet spot cleaning is required on a daily and ongoing basis. County requires that a motor-driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas; and
- d. Remove all fingermarks and dirt smudges from walls, doors, doorjamb, windows, window partitions, woodwork, light switch cover plates, light switches, doorknobs and handles, entrance door push rails (front and back) and all associated surrounding areas; and
- e. Empty and clean the interior and exterior of all interior and exterior trash receptacles:
- Collect all designated waste paper and trash in either plastic leak-proof trash bags or in leak proof containers and dispose of immediately in dumpster; and
  - Replace interior and exterior trash receptacles with leak-proof trash bags or liners on as “as needed” or “as requested” basis; and
  - Wipe down the interior and exterior of all garbage cabinets, including the floor area beneath the trash receptacle inside each garbage cabinet; and
  - Ensure all trash receptacles and sanitary napkins/tampon disposal receptacles have fresh trash bags or liners.
- f. Empty and clean cigarette urns outside building’s exterior doors:
- Remove cigarettes, cigarette butts and trash from cigarette urns ashtray and place in a metal container separate from other waste material; and
  - Sift and/or stir sand to ensure all cigarette butts and trash has been removed; and



- Empty trash from trash receptacle located under cigarette urn ashtray.
- g. Light bulb removal and installation as requested. Management and disposal by businesses of fluorescent light bulbs and other mercury-containing bulbs are regulated under the Resource Conservation and Recovery Act (RCRA) Universal Waste Rule (UWR) and Subtitle C hazardous waste regulations. Therefore, used fluorescent tubes may not be disposed of by Contractor and must be safely stored in an area approved by the County's designated contact; and
  - h. Sweep sidewalk outside all entrance and entry areas; and
  - i. Break down any cardboard boxes generated by supplies, materials or equipment used by Contractor and placed in the designated recycling dumpster area; and
  - j. Police all sidewalks, parking areas, planter strips or boxes, grassed areas, rock gardens, shrubbery, entryways and dumpster areas and remove all trash and discarded materials including but not limited to cigarette butts and beverage containers from these areas and deposit in dumpster; and
  - k. Any articles or items of apparent value found by Contractor's staff in any area of the building or outside area(s) shall immediately be turned over to County's designated contact(s). Any articles of suspicious nature that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall immediately be reported to the police and to Contractor's Project Manager. Project Manager shall immediately contact County's designated contact(s) to apprise them of the situation.
2. Lobby/Reception Areas:
    - a. Clean, disinfect, deodorize and polish all drinking fountains. All mineral and calcium deposits shall be removed. Thoroughly rinse to remove all traces of cleanser. Wipe entire surface with approved disinfectant solution. Any instance of damaged and/or inoperable drinking fountains shall be immediately reported to County's designated contact; and
    - b. Wipe down and disinfect all lobby furniture, including chairs and children toys; and
    - c. Straighten furniture and printed material in the lobby and reception area; and
    - d. Clean, disinfect and deodorize all reception, screening booth and interview booth countertops; and
    - e. Clean, disinfect and deodorize lobby phones.
  3. Outside Patio:
    - a. Sweep outside patio; and
    - b. Wipe down furniture; and
    - c. Separate and align all tables and chairs.
  4. Interior Lunchroom Areas:
    - a. Clean, disinfect and deodorize all lunchroom counters and table surfaces; and
    - b. Clean and wipe down interior and exterior of microwave ovens; and
    - c. Clean, disinfect and deodorize all lunchroom sinks; and
    - d. Separate and align all tables and chairs in lunchroom.
  5. Restrooms:
    - a. Clean, disinfect, and deodorize all sinks, commodes, toilet seats, urinals, and baby changing stations; and

- b. Clean, disinfect, and deodorize all dispensers, mirrors, counters, and fixtures. All mineral and calcium deposits shall be removed; and
  - c. Clean, disinfect, and deodorize all restroom floors; and
  - d. Clean, disinfect, and deodorize all restroom entry area walls and doors; and
  - e. Order and restock restroom supplies as required or requested:
    - Maintain adequate supplies of toilet paper, seat covers, sanitary napkins and tampons, toilet and urinal deodorizers, room deodorizers, paper towels, and soap in restrooms.
  - f. Check function of all dispensers and fixtures in all restrooms and ensure adequate amount of appropriate product remain in dispensers. Refill said dispensers if product level is low; and
  - g. Pour one to two cups of water in p-trap drain located in each restroom floor to ensure a proper liquid seal between building and potential sewer gases; and
  - h. Floor drains shall receive an enzyme treatment weekly or more often if requested by County's designated contact.
6. Other:
- a. Perform all other services necessary to maintain premises in a clean and sanitary condition; and
  - b. Report any noted maintenance problems to designated County contact(s); and
  - c. At end of each work shift, ensure that all necessary doors and windows are closed and locked, all lights are turned off, the employee "open" card is turned to "closed," Contractor's staff has signed out and, immediately prior to leaving premises, has properly armed alarm system.
- I. Weekly Service (Once Per Week Unless Required or Requested More Often):
1. Thoroughly dust all surfaces "high and low" using a treated duster. Dusting high and low includes but is not limited to file cabinets, partition tops, pictures, chair rungs, bookcases, all baseboards, chair rungs, ledges, windowsills and window coverings, tops of doorframes, air vents and inside of florescent light coverings, etc. Contractor shall accomplish dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, reception desks, or interview booths.
  2. Clean and wax the sides of all furniture to remove smudges and/or marks on an as needed basis. Contractor is not to disturb any computers, papers, folders, etc., on desk. Desks are to be thoroughly cleaned when all items are removed from desk surfaces.
  3. Remove cobwebs from ceilings, ceiling corners, ledges, molding, crevices, and corners.
  4. Clean glass of all wall-hung picture frames.
  5. Clean glass on lobby display cabinets.
  6. Clean metal thresholds and trim around doors.
  7. Spot clean upholstered furniture in lobby area.
  8. Spot clean carpet in lobby area.
  9. Using suction type vacuum, vacuum all fabric covered chairs leaving all fabric clean and free from dust balls, dirt and other debris.
  10. Clean and wipe down outside and inside of lunchroom refrigerators.

11. Change air fresheners in bathrooms.

J. Monthly:

1. Steam clean carpets where required or requested using hot water extraction equipment and supplies and completely re-vacuum steam-cleaned areas. Contractor shall steam clean inaccessible areas, including but not limited to corners, with manual scrubbing devices.
2. Wash and buff all hard surface floors. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
3. Clean, disinfect, and deodorize interior and exterior surfaces of refrigerators in lunchroom. Said cleaning does not include disposing of any items that may be in the refrigerator.
4. Clean, disinfect and deodorize to remove nonpermanent stains and soil from the interior and exterior of all lunchroom trash receptacles.

K. Quarterly (Every Three [3] Months):

1. Dust vertical wall surfaces, ceiling fixtures, vertical blinds, moldings, overhead pipes, fire alarm bells, emergency lighting, clocks, and other high dusting requiring use of ladder.

L. Semi-Annually (Every Six [6] Months):

1. Wash and wipe clean all surfaces over six (6) feet in height. This shall include but is not limited to moldings, overhead pipes, ceiling fixtures, fire alarm bells, emergency lighting, clocks, file cabinets, etc.
2. Where wall-covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.
3. Clean and wax all woodwork, wood paneling, door push rails (front and back), and doors.
4. Hard scrub and re-wax all hard surface floors, shall remove carpet stains, shall completely vacuum and steam clean carpets using hot water extraction equipment and supplies, and shall completely re-vacuum all carpets after steam cleaning carpets. Contractor shall steam clean inaccessible areas, such as but not limited to corners, with manual scrubbing devices. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily moveable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
5. Clean the interior and exterior of all light diffuser lenses. Clean the interior of all light fixtures (reflectors). Clean all lamps. Only use a non-abrasive cleaner. Leave no streaks on lenses or reflectors. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
6. Wash inside and outside glass surface of all interior windows. Wash inside glass surface of all exterior windows.

7. Vacuum and/or wash dirt from all air grilles and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirt ceiling tiles and grid metal with brush attachments. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
- M. During Month One In Which This Agreement Is In Effect and Annually Thereafter:
1. Wash inside and outside glass surface of all interior and exterior windows.
  2. Hard scrub, strip, and wax (using UL approved slip-resistant wax) all hard floor surfaces. More particularly:
    - a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface; and
    - b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer, and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied shall depend on the type and condition of the floor. All waxed surfaces must be maintained to provide safe UL-approved anti-slip walking conditions. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
  3. Remove carpet stains.
  4. Completely vacuum and steam clean carpets using hot water extraction equipment and supplies. Said steam cleaning shall include all inaccessible areas.
  5. Completely re-vacuum all carpets after steam cleaning.
  6. Dust vertical wall surfaces, ceiling fixtures, vertical blinds, moldings, overhead pipes, fire alarm bells, emergency lighting, clocks, and other high dusting requiring use of ladder.
  7. Wash and wipe clean all surfaces over six (6) feet in height. This shall include but is not limited to moldings, overhead pipes, ceiling fixtures, fire alarm bells, emergency lighting, clocks, file cabinets, etc.
  8. Where wall-covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.
  9. Clean the interior and exterior of all light diffuser lenses. Clean the interior of all light fixtures (reflectors). Clean all lamps. Only use a non-abrasive cleaner. Leave no streaks on lenses or reflectors. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
  10. Vacuum and/or wash dirt from all air grilles and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirt ceiling tiles and grid metal with brush attachments. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.

- N. Additional Requirements:
1. All monthly, quarterly, and semi-annual cleaning services are to be scheduled and calendared in advance of service and with the prior knowledge and approval of County's designated contact(s).
  2. Contractor and all Contractors' employees agree to adhere to County's non-smoking policy at all times they are working in or around the building.
  3. Contractor shall be responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.
- O. Emergency Clean Up/Blood Borne Pathogens/Additional Cleanup Duties:
1. County's designated contact(s) shall assign additional cleanup duties to Contractor on an "as needed" basis or when an emergency occurs. Additional cleanup tasks may include but are not limited to dusting, vacuuming, mopping, carpet extraction, window washing, cleaning, and sanitizing an area in order to facilitate the removal of bodily fluids including but not limited to urine, blood, fecal matter, mucus, vomit, etc. from the premises.
  2. Contractor must provide their employees with basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-site with blood or other potentially infectious materials. The full text of these two OSHA standards is found in 29 CFR 1910.1030 and 29 CFR 1910.1200, respectively.
  3. Specified waiver and compliance must be in accordance with the current Federal blood borne pathogen regulations. Any cost for vaccinations required will be the responsibility of Contractor. Contractor must also provide County with a copy of proof of such vaccination(s).
- P. 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 contract. Contractor shall furnish to each facility the name of an immediately available Project Manager to be contacted by County when problems occur.
  2. All services shall be provided under the direction of the County's designated contact(s). However, as required, Contractor agrees to meet on-site with key personnel at each office to discuss cleaning needs, view service, and receive direction and feedback.
- Q. Quality Assurance Plan:
1. Contractor shall submit a Quality Assurance Plan, and the plan must be acceptable to County. Contractor shall not begin work under this Agreement until the Quality Assurance Plan, incorporating any changes required has been approved by County Health and Human Services Agency. The Contractor shall maintain and update the plan annually and within thirty (30) days of the start of any extension. Contractor's Quality Assurance Plan shall include:
    - a. The names and qualifications of individuals performing inspections and the extent of their authority; and
    - b. Methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; and
    - c. Methods of documenting and enforcing quality assurance operation, including inspections and testing; and
    - d. The format for Contractor's quality assurance report; and

- e. Method of control site keys and locks.
  - 2. Quality Assurance Files: A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by Contractor throughout the term of the Agreement. This file shall be the property of County and be made available upon request by the County's designated contact within ten (10) days after completion or prior to termination of the Agreement. Final payment may be withheld pending County receipt of requested quality assurance files.
  - 3. Quality Assurance Reports: Contractor shall submit to the County's designated contact by close of business the fifth (5<sup>th</sup>) working day of each month a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.
  - 4. Acceptability: For purposes of acceptance, Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the Agreement, including any extensions of Agreement term. Contractor shall notify the County's designated contact in writing of any proposed change to Contractor's Quality Assurance Plan. No change will be implemented prior to review and written approval by the County's designated contact.
- R. Inspection And Correction Of Deficiencies:
- 1. Inspections by County's designated contact(s) will be conducted on a random basis for all specifications outlined in this Agreement.
  - 2. Performance evaluations noting deficiencies in the Agreement's specifications will be provided to Contractor on a regular basis by County's designated contact(s). Any deficiency for a daily, weekly, or monthly task must be corrected within four (4) hours of notification. Any quarterly, semi-annual, or annual task deficiency must be corrected within twenty-four (24) hours of notification.
  - 3. County's designated contact(s) shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.
  - 4. If it is determined that the task has not been properly performed as intended, Contractor must immediately make the necessary changes.
  - 5. Failure to correct specification deficiencies may result in the cancellation of Agreement by County.
- S. Communication: County and Contractor shall communicate special janitorial requests or other issues by posting them in the log located near each janitor closet. County shall provide Contractor with a floor plan of the facility that includes workstation and room numbers to help facilitate special janitorial requests or other issues.
- T. Nature of Relationship:
- 1. Contractor herein is an independent contractor. County shall not provide the following items for Contractor:
    - a. Liability Insurance; or
    - b. Workers Compensation; or
    - c. Unemployment Compensation.
  - 2. Contractor shall not act as an agent for County nor shall Contractor be deemed an employee of County for any purpose whatsoever.
  - 3. Contractor shall not enter into any agreement nor incur any obligations on the County's behalf or commit County in any manner without County's prior knowledge and written consent.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2016 through September 30, 2019 unless earlier terminated pursuant to the provisions under the Articles titled “Fiscal Considerations” and “Default, Termination, and Cancellation” herein.

**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 to the following table:

Year 1-3 Annual Itemization		
	Per Month Total	Annual Total
Year One 10/1/16 – 9/30/17	\$1,680	\$20,160
Year Two 10/1/17 – 9/30/18	\$1,885	\$22,620
Year Three 10/1/18 – 9/30/19	\$2,115	\$25,380

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

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation of the County under this Agreement shall not exceed \$70,000 for all of the stated services during the term of the Agreement.

**ARTICLE V**

**Access to Records:** Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **ARTICLE VI**

**Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

#### **ARTICLE VII**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

#### **ARTICLE VIII**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-Contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,



falsification of destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

## **ARTICLE IX**

**Drug-Free Workplace.** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Gov't Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.

## **ARTICLE X**

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE XI**

### **Security and Confidentiality Requirements for Contractors Providing Janitorial Services:**

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 County's designated contact, 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 him/her for Subject Facilities, and shall return said keys upon termination of this Agreement. If the keys are lost or Contractor cannot return the keys for any reason, Contractor shall be responsible for the cost of reproducing, replacing said keys, or re-keying locks.
- G. The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

## **ARTICLE XII**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

## **ARTICLE XIII**

**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 XIV**

**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 XV**

**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 term hereof.

## **ARTICLE XVI**

**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 XVII**

**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 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.

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 XVIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 fiscal 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XIX**

**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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XX**

##### **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 with 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 on 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 the other party 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 upon written notice by County without cause to the other party for any reason. If such prior termination is effected, County shall 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 contract. 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.

## **ARTICLE XXI**

**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 addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667-5321  
ATTN: CONTRACTS UNIT

Or to such other location as the County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

PRO LINE CLEANING SERVICES INC.  
P.O. BOX 850  
DIAMOND SPRINGS, CA 95619-0850  
ATTN: PRESIDENT

Or to such other location as the Contractor directs.

#### **ARTICLE XXII**

**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 pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement 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 XXIII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence 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.

#### **ARTICLE XXIV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager (Risk Manager) 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.
  1. If Contractor has no employees, they shall not be required to obtain Worker's Compensation and Employer's Liability insurance. Should, during the term of this Agreement, Contractor

hire one or more employees who will provide any services related to this Agreement, Contractor shall immediately obtain full Workers' Compensation and Employers' Liability insurance and furnish County with certificate(s) for same.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event Contractor uses motor vehicles in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer shall 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" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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 excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
  - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
  - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide both insurance and evidence of insurance to County that shall cover claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of County.

#### **ARTICLE XXV**

**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 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 XXVI**

**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 XXVII**

**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 contract 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 the Article in the Agreement titled, "Default, Termination and Cancellation."



## **ARTICLE XXVIII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXIX**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XXXI**

**County Business License:** 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 Code Section 5.08.070.

## **ARTICLE XXXII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Manager of Mental Health Programs, Health and Human Services Agency, or successor.

## **ARTICLE XXXIII**

**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 to the obligations set forth herein.

## **ARTICLE XXXIV**

**Partial Invalidity:** If any provision of this 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 XXXV**

**Venue:** 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 XXXVI**

**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 XXXVII**

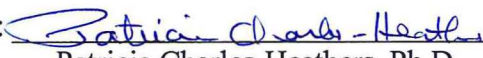
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  \_\_\_\_\_  
Jamie Samboceti  
Deputy Director  
Health and Human Services Agency

Dated: 8/17/16

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  \_\_\_\_\_  
Patricia Charles-Heathers, Ph.D.  
Director  
Health and Human Services Agency

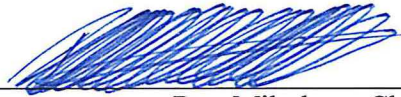
Dated: 8/17/16

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement 052-S1710 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/13/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

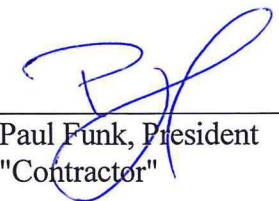
ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

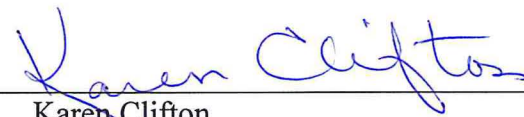
Dated: 9/13/16

-- C O N T R A C T O R --

PRO-LINE CLEANING SERVICES, INC.

By:   
Paul Funk, President  
"Contractor"

Dated: 8-18-16

By:   
Karen Clifton  
Corporate Secretary

Dated: 8-18-16

JA