

Pro-Line Cleaning Services, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7106

THIS FIRST AMENDMENT to that Agreement for Services #7106 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 its Department of Transportation facilities located at 2441 Headington Road, Placerville, California 95667, and 2443 Headington Road, Placerville, California, 95682, pursuant to Agreement for Services #7106, dated January 13, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of January 31, 2025, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$50,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to fully-replace specific Articles to include updated contract provisions, replacing **ARTICLE XXIII, Indemnity**;

WHEREAS, the parties hereto desire to include updated contract provisions, replacing **Section B, ARTICLE XXIV, Insurance**;

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 #7106 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on February 1, 2023, and shall expire on January 31, 2026.

- II. **ARTICLE III, Compensation for Services**, the fourth paragraph of the Article is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$120,000, 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.

- III. **ARTICLE XXIII, Indemnity**, of the Agreement is replaced in its entirety to read as follows:

ARTICLE XXIII

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.

IV. ARTICLE XXIV, Insurance, Section B, is replaced in its entirety to read as follows:

- 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 and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

Except as herein amended, all other parts and sections of Agreement for Services #7106 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7106 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
"County"

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

By:  Dated: 10/29/2024
Paul Funk (Oct 29, 2024 21:05 PDT)
Paul Funk
President
"Contractor"

By: Karen Funk Dated: 11/05/2024
Karen Funk (Nov 5, 2024 14:41 PST)
Karen Funk
Corporate Secretary