

Building Services of CA and NV, LLC
Janitorial Services for South Lake Tahoe Buildings

AGREEMENT FOR SERVICES #4462

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Building Services of CA and NV, LLC, a Nevada limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 298 Kingsbury Grade, Stateline, Nevada 89449 and whose mailing address is Post Office Box 9027, South Lake Tahoe, California 96158 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to provide janitorial services for County buildings located at 924A and 924B Emerald Bay Road, South Lake Tahoe, California 96150 and 1121 Shakori Drive, Meyers, California 96150;

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

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

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide selected janitorial services for the Department of Transportation buildings located in the South Lake Tahoe region identified herein, or as identified in the individual Work Orders, if any, issued pursuant to this Agreement. Service locations are as follows:

1. 1121 Shakori Drive, Meyers, California 96150
2. 924A Emerald Bay Road, South Lake Tahoe, California 96150
3. 924B Emerald Bay Road, South Lake Tahoe, California 96150

Services shall be provided in accordance with the following:

A. County Responsibility:

1. County will:

- a. Identify County's designated contact(s) for contracted building. 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.
- b. Provide training assistance to Contractor in security protocols and procedures.
- c. Establish time and frequency of direct meetings with Contractor.
- d. Schedule inspections with Contractor. Quality service and strict adherence to Agreement shall be expected from Contractor.

B. Contractor Responsibilities Regarding Employee Recruitment:

1. Employee Screening: Contractor shall be required to participate in and if requested by County, provide current results of the below screening processes. County will not pay for any screening processes. All screening processes must be Contractor paid. Contractor shall ensure they meet County criteria. Contractor shall retain a copy of the screening process results in their employee file and shall provide written declaration to County prior to the first day of working at County facility certifying that Contractor's employees assigned to provide services under this Agreement successfully passed the following screening processes:

- a. Proof of employment eligibility verification (Form I-9).
- b. Upon County request, be subject to background check, including criminal history, based on residency location every three (3) years.
- 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 the facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.
- d. Upon County request, conduct, at minimum, a five (5) panel drug screen test for THC, Cocaine, Phencyclidine (PCP), Opiates (Codeine, Morphine, 6-AM also known as "Heroin,") and Amphetamines (Methamphetamine, MDMA also known as "Ecstasy," and synthetic stimulants also known as "Bath Salts." No persons with positive test drug screen results shall work at the facility. Contractor shall provide a copy of drug screen test to County.

2. Contractor must demonstrate the ability to provide trustworthy, reliable work and shall make a good faith effort to retain the same schedule for as long as possible. If a change is to occur, the designated County contact(s) shall be notified prior to the change. In addition, Contractor's employees shall have the ability to:

- a. Read, write, speak, and understand the English language.
- b. Deal with County employees and patrons in a professional, courteous, and businesslike manner.
- c. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- d. Maintain poise, self-control, tact, diplomacy, and mature judgment under stress.

3. County shall be the sole judge of efficiency and acceptability of Contractor's employees performance while on site. County reserves the right to remove Contractor's employees from further duty without cause and without the right to recover damages by Contractor from County. If County requires the removal of Contractor's employees 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, and Contractor may not challenge such reasons.

C. Contractor Responsibility Regarding Identification and Conduct of Contractor' Employees:

1. Contractor shall ensure that only Contractor's assigned employee is 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 Contractor's employees or agents.
3. Contractor's employees will be required to wear clean and neat clothing or uniforms supplied by Contractor at all times while on the job.
4. Contractor's employees must wear a badge in plain view indicating Contractor's name and company name in letters not less than one quarter inch (1/4") in height.
5. Contractor's employees must not consume food or beverages while performing their janitorial services under this Agreement.
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 telephones.

8. Contractor must not fraternize with County staff or visitors to the building nor unnecessarily disrupt County employees from their work while performing their contractual duties.

9. Contractor must not play radios or other sound equipment while performing their contractual duties without prior written approval of County's designated contact(s).

D. Contractor Responsibility Regarding 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 as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information.

2. Contractor shall be bound to confidentiality for any information Contractor may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor shall constitute grounds for immediate cancellation of the Agreement and may result in legal action.

E. Contractor Responsibility Regarding Security:

1. County shall provide Contractor with entry cards and/or 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 Agreement. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor 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.

b. No one shall be allowed access to or into the facility except Contractor while performing actual janitorial services.

c. Contractor shall not have relatives or other personal visitors at the work site.

d. Upon completion of work each day, Contractor shall be responsible for securing all entrances and exits to building prior to departure. Contractor shall ensure building's security alarm, if any, is properly alarmed. Failure

to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to Contractor and possible cancellation of the Agreement.

e. Contractor shall be responsible for all costs associated with failure to set any required alarms or secure any facility properly upon their departure (i.e., false alarm fees, stolen items or equipment, or damage repairs). In addition, should the Agreement be canceled for failure of Contractor 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.

F. Contractor shall provide the following services:

1. Daily Services – (Monday through Friday, five [5] times per week)
 - a. Floors, Interior Stairways, and Elevator/Not Carpeted
 - i. Sweep and dust mop
 - ii. Wet mop all spillage on tile floors.
 - b. Floors, Interior Stairways, and Elevator/Carpeted
 - i. Vacuum
 - ii. Spot clean when necessary
 - c. Furniture
 - i. Dust furniture taking care not to disturb papers left on desk
 - ii. Dust all ledges that may be reached without use of ladder
 - iii. Dust seating area
 - iv. Clean all countertops with treated cloth
 - d. Wastebaskets
 - i. Empty and clean all wastebaskets and replace liners if needed, except where otherwise directed.
 - e. Woodwork and Partition glass (if applicable)
 - i. Remove hand marks from woodwork and partition glass
 - f. Drinking Fountains
 - i. Clean all drinking fountains
 - g. Halls, Entranceways, and Sidewalks (if applicable)
 - i. Sweep all surfaces (sidewalks as weather permits)
 - h. Glass on Entrance Doors
 - i. Clean glass on all entrance doors

- i. Restrooms
 - i. Clean and disinfect commodes, toilet seats, and urinals
 - ii. Clean mirrors and fixtures
 - iii. Wet mop restroom floors
 - iv. Refill County-supplied restroom supplies when needed
- j. Kitchen
 - i. Clean and disinfect sink, countertops, and table
 - ii. Wash down wall adjacent to trash bin

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

- a. Dust picture frames and clean glass; perform all low dusting of furniture and baseboards
- b. Clean metal thresholds, trim around doors, and light switches
- c. Buff floors between wax applications
- d. Spot clean restroom walls
- e. Spot clean all walls and woodwork

3. Monthly Service

- a. Spot clean carpets where necessary
- b. Wash, re-wax, and polish vinyl asbestos tile and/or linoleum floor

4. Quarterly Services (every three [3] months)

- a. Dust vertical wall surfaces, ceiling light fixtures, and other high dusting requiring use of a ladder.
- b. Wash inside of all exterior windows
- c. Wash outside windows as weather permits
- d. Dust both sides of all window coverings

5. Semi-Annual Service (two [2] times per year)

- a. Carpeting in buildings shall be professionally shampooed during the first month of this Agreement is in effect and every six (6) months thereafter. This is a minimum requirement in addition to the monthly requirement indicated above.

G. Supervision

Contractor agrees that its staff shall have adequate supervision to ensure that facilities are maintained consistently in accordance with the terms of this Agreement. Contractor shall furnish to County's Contract Administrator, the name of Contractor's Supervisor who may be contacted by County when problems occur.

All services shall be provided under the direction of County's Contract Administrator, however, as needed, Contractor agrees to meet on-site with key County personnel to discuss cleaning needs.

H. Supplies

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

I. Hours of services

Services shall be provided between the hours of 6:00 P.M. and 6:00 A.M., five (5) days per week (Monday through Friday), excluding County holidays, unless otherwise specified. Locations 1 and 2 must be cleaned before 11:30 P.M. Monday – Thursday.

J. Additional services

In addition to the specific services identified in this Article, hereto, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders to be issued in accordance with this Agreement.

The specific services for each Optional Tasks assignment shall be determined at a meeting or telephone conference between Contractor and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, and specific Contractor staff, subcontractors, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Contractor shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target

completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

No payment will be made for any Optional Tasks performed prior to approval and full execution of the applicable Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the applicable Work Order.

The period of performance for Work Orders issued for Optional Tasks, if any, 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.

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

ARTICLE II

Term: This Agreement shall become effective February 1, 2020, and shall expire on January 31, 2023.

ARTICLE III

Compensation for Services: For services provided herein, including all the services described in the individual Work Orders issued pursuant to this Agreement County agrees to pay Contractor monthly in arrears. Payment will be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked, "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$72,000, inclusive of all Work Orders, costs, and expenses.

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

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Stephanie Lisius

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by 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 XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Registration of Contractors: No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE VI

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 VII

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, unless authorized by County as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

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

ARTICLE X

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

Agreement shall be automatically terminated and County released from any further liability hereunder.

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

ARTICLE XII

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

ARTICLE XIII

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement 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 upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement or Work Order issued pursuant to this Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

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

To County:	With a copy to:
County of El Dorado Department of Transportation 2441 Headington Road Placerville, California 95667	County of El Dorado Chief Administrative Office 2850 Fairlane Court Placerville, California 95667
Attn.: John Kahling Deputy Director, Engineering Headington Engineering Division	Attn.: Michele Weimer Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Building Services of CA and NV, LLC
P.O. Box 9027
South Lake Tahoe, California 96158

Attn.: Alfonzo Juarez, Owner

or to such other location as Contractor directs.

ARTICLE XV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by

County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: 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.

ARTICLE XVII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- 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 XVIII

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

ARTICLE XIX

Responsibility for Compliance with Security Alarm Procedures: Contractor shall comply with County's instructions regarding access to County facilities protected by any type of security alarm, monitor, system, device, service, or equipment. Contractor shall be responsible for all costs incurred by County as a result of Contractor's failure to comply with County's instructions, including but not limited to, any fees imposed by local

law enforcement agencies, fees imposed by the vendor or company providing the security service, and the cost of any time required by County personnel. County may deduct any such costs incurred by County from any compensation due or owing Contractor under this Agreement.

ARTICLE XX

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

ARTICLE XXI

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 XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race,

religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Headington Engineering Division, Department of Transportation, or successor.

ARTICLE XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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 XXXII

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

ARTICLE XXXIII

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: _____

John Kahling, P.E.
Deputy Director, Engineering
Department of Transportation
Headington Engineering Division

Dated: _____

Requesting Department Concurrence:

By: _____

Rafael Martinez
Director
Department of Transportation

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- BUILDING SERVICES OF CA AND NV, LLC --

By: _____

Dated: _____

Alfonzo Juarez
Owner
"Contractor"

By: _____

Dated: _____

James Russ
Owner

Building Services of CA and NV, LLC

Exhibit A

Fee Schedule

Location	Annual Cost 2020-21	Annual Cost 2021-22	Annual Cost 2022-23	Monthly Cost	Total Cost
924A Emerald Bay Road	\$2,400	\$2,400	\$2,400	\$200	\$7,200
924B Emerald Bay Road	\$9,000	\$9,000	\$9,000	\$750	\$27,000
1121 Shakori Drive	\$8,400	\$8,400	\$8,400	\$700	\$25,200
Subtotal:	\$19,800	\$19,800	\$19,800		\$59,400
			Optional Tasks:		\$12,600
			Total Not-to Exceed Amount:		\$72,000