

Attachment 1

Big Green Cleaning Company

BC17-228

Janitorial Services Agreement

# Board Contract Summary

BC 17228

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year .....	2016-17
D2.	Department Name .....	General Services
D3.	Contact Person .....	Anne Fearon
D4.	Telephone .....	568-2629

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	County-wide janitorial services.
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 2,894,967
K5.	Contract Begin Date .....	1/1/2017
K6.	Original Contract End Date .....	12/31/2018
K7.	Amendment? (Yes or No) .....	no
K8.	- New Contract End Date .....	
K9.	- Total Number of Amendments .....	
K10.	- This Amendment Amount .....	\$
K11.	- Total Previous Amendment Amounts .....	\$
K12.	- Revised Total Contract Amount .....	\$

B1.	Intended Board Agenda Date .....	12/13/2016
B2.	Number of Workers Displaced (if any) .....	0
B3.	Number of Competitive Bids (if any) .....	3
B4.	Lowest Bid Amount (if bid) .....	Not applicable
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	No, added Super Circular sections

F1.	Fund Number .....	
F2.	Department Number .....	VAR
F3.	Line Item Account Number .....	7080
F4.	Project Number (if applicable) .....	
F5.	Program Number (if applicable) .....	
F6.	Org Unit Number (if applicable) .....	
F7.	Payment Terms .....	net 30

V1.	Auditor-Controller Vendor Number .....	740582
V2.	Payee/Contractor Name .....	Big Green Cleaning Company
V3.	Mailing Address .....	4860 Calle Real
V4.	City State (two-letter) Zip (include +4 if known) .....	Santa Barbara, CA 93111
V5.	Telephone Number .....	805-692-1000
V6.	Vendor Contact Person .....	Allen Williams
V7.	Workers Comp Insurance Expiration Date .....	9/1/2017
V8.	Liability Insurance Expiration Date .....	7/1/2017
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 1/11/2017 Authorized Signature: Anne M Fearon



County of Santa Barbara  
BOARD OF SUPERVISORS  
Minute Order

December 13, 2016

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**Present:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

GENERAL SERVICES

File Reference No. 16-00995

**RE:** Consider recommendations regarding Award Contracts for Countywide Janitorial Services to Big Green Cleaning Company, as follows:

- a) Find, in accordance with Government Code Section 31000, that the County does not have employee resources to complete the custodial work to be completed by Big Green Cleaning Company and that the County's economic interests are served by contracts;
- b) Approve and authorize the Chair to execute Agreement 1 with Big Green Cleaning Company (a local vendor) in an amount not-to-exceed \$2,696,720.00 to provide Countywide janitorial services for the twenty-four (24) month period beginning on January 1, 2017 and ending on December 31, 2018;
- c) Authorize the Director of General Services to approve amendments to Agreement 1 with Big Green Cleaning Company in the amount not-to-exceed \$198,247.00;
- d) Approve and authorize the Chair to execute Agreement 2 with Big Green Cleaning Company (a local vendor) in an amount not-to-exceed \$140,000.00 to provide additional, on-demand Countywide janitorial services for the twenty-four (24) month period beginning on January 1, 2017 and ending on December 31, 2018; and
- e) Find that the proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to 14 CCR Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment), and approve and direct staff to file a Notice of Exemption on that basis.

A motion was made by Supervisor Wolf, seconded by Supervisor Carbajal, that this matter be Acted on as follows:

- a) Approved;
- b) Approved and authorized; Chair to execute;
- c) Authorized;
- d) Approved and authorized; Chair to execute; and
- e) Approved.

The motion carried by the following vote:

**Ayes:** 3 - Supervisor Carbajal, Supervisor Wolf, and Supervisor Farr

**Noes:** 2 - Supervisor Adam, and Supervisor Lavagnino





BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: General Services  
Department No.: 063  
For Agenda Of: December 13, 2016  
Placement: Administrative  
Estimated Time: N/A  
Continued Item: No  
If Yes, date from: N/A  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** General Services Janette D. Pell, Director, 560-1011  
Contact Info: Janette D. Pell, Director, 560-1011

**SUBJECT:** Award Contracts for Countywide Janitorial Services to Big Green Cleaning Company; All Supervisorial Districts

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Find, in accordance with Government Code § 31000, that the County does not have employee resources to complete the custodial work to be completed by Big Green Cleaning Company and that the County's economic interests are served by the attached contracts;
- b) Approve and authorize the Chair to execute Agreement 1 with Big Green Cleaning Company (a local vendor) in an amount not-to-exceed \$2,696,720 to provide Countywide janitorial services for the twenty-four (24) month period beginning on January 1, 2017 and ending on December 31, 2018;
- c) Authorize the Director of General Services to approve amendments to Agreement 1 with Big Green Cleaning Company in the amount not-to-exceed \$198,247;
- d) Approve and authorize the Chair to execute Agreement 2 with Big Green Cleaning Company (a local vendor) in an amount not-to-exceed \$140,000 to provide additional, on-demand Countywide janitorial services for the twenty-four (24) month period beginning on January 1, 2017 and ending on December 31, 2018; and
- e) Find that the proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to 14 CCR § 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or



indirect changes in the environment), and approve and direct staff to file a Notice of Exemption on that basis.

**Summary Text:**

This item is on the agenda to award to Big Green Cleaning Company Agreement 1 for monthly, Countywide janitorial services and supplies, and Agreement 2 for additional, on-demand Countywide janitorial services which are not covered in Agreement 1. General Services went out to bid in October 2016 and received responses from three companies. Of these companies, three returned bids, and Big Green Cleaning Company provided the best value to the County.

**Background:**

Under Agreement 1, the County will receive basic janitorial services, additional janitorial services not covered by the current contract, and janitorial supplies. Janitorial services to be provided under Agreement 1 which the County currently does not receive include, for example, cleaning kitchens, break rooms, window coverings, window sills, and expanded front entrance cleaning. Janitorial supplies were included in the competitive bid, and General Services determined that Big Green Cleaning Company can supply janitorial supplies at a more competitive cost than the current supplier.

The net increase to the County for the janitorial services included in Agreement 1 is 1.5% overall when compared to current invoices for all of the buildings that will receive services under Agreement 1. Agreement 1 with Big Green Cleaning Company will provide janitorial services for the North and South County facilities listed in Exhibits A-1 South County Service Locations and Costs and Exhibit A-2 North County Service Locations and Costs. Some of these locations currently receive janitorial services pursuant to contracts currently administered by General Services. Agreement 1 also includes fifteen buildings that currently receive janitorial services pursuant to Board contracts or purchase orders held by other County departments.

General Services requests authorization for the General Services Director to approve amendments to Agreement 1 which aggregate to no more than \$198,247. This authorization will allow, for example, additional buildings to be covered under Agreement 1 if needed.

Agreement 2 with Big Green Cleaning Company will provide additional, on-demand janitorial services that are not covered in Agreement 1. Under Agreement 2, services such as emergency cleaning, additional floor care, chair cleaning, and furniture moving will be available to and paid for directly by departments.

Combining into Agreement 1 and Agreement 2, the County's janitorial services and supplies will provide consistent terms and conditions instead of numerous purchase orders and Board contracts. Agreement 1 and Agreement 2 also more accurately reflect the procurement of services that may aggregate to more than \$100,000 in a fiscal year and reduce the redundancy of effort in taking several separate items to the Board or processing multiple purchase orders.

**Performance Measure:**

General Services will closely monitor the vendor's performance to ensure adherence to Section 7 Standard of Performance in the Agreement for Services of Independent Contractor. General Services will be monitoring the vendor's responsiveness to requests and ability to keep County facilities at the level of cleanliness expected by the County.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>FY 2016-2017 Current FY Cost:</u>	<u>FY 2017-2018 Annualized</u>	<u>FY 2018-2019 (6 months)</u>	<u>Totals</u>
General Fund	\$ 618,920.00	\$ 1,237,839.00	\$ 618,920.00	\$ 2,475,679.00
State	\$ 24,376.00	\$ 48,751.00	\$ 24,376.00	\$ 97,503.00
Federal	\$ 90,918.00	\$ 181,836.00	\$ 90,918.00	\$ 363,672.00
Fees	\$ 22,980.00	\$ 45,960.00	\$ 22,980.00	\$ 91,920.00
Other:	\$ 1,548.00	\$ 3,097.00	\$ 1,548.00	\$ 6,193.00
Total	\$ 758,742.00	\$ 1,517,483.00	\$ 758,742.00	\$ 3,034,967.00

Based on the term of the Agreements, the cost of janitorial services for Agreement 1 and Agreement 2 have been combined and distributed over a six month period in FY 2016-2017, a twelve month period in FY 2017-2018, and a six month period in FY 2018-2019. Agreement 1 is \$2,696,720 (base bid at \$1,982,472, day porters at \$214,248, and estimated supplies at \$500,000), the requested authorization of 10% of the base bid is \$198,247, and Agreement 2 is \$140,000 for a grand total of \$3,034,967.

The cost of janitorial services for departments with special revenue funds has been distributed based on the departments' calculations for funding sources. The remainder of the funding is from the General Fund. The amounts are budgeted in General Services and departmental budgets.

**Key Contract Risks:**

The County has had previous contractual relationships with this vendor and believes, based on past performance, they will meet the County's professional services' needs.

**Staffing Impacts:**

None.

**Special Instructions:**

Please send one (1) fully executed duplicate original of the Agreement and a Minute Order to Scott Hosking, General Services Facilities.

**Attachments:**

1. Agreement 1 for Janitorial Services with Big Green Cleaning Company (one original and one duplicate original)
2. Agreement 2 for Additional Janitorial Services with Big Green Cleaning Company (one original and one duplicate original)
3. Notice of Exemption (CEQA)

**Authored by:**

Anne Fearon, Special Projects Manager



## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Big Green Cleaning Company with an address at 4860 Calle Real, Santa Barbara, California 93111 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Scott Hosking at phone number 805-568-2533 is the Designated Representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Allen Williams at phone number 805-692-1000 is the Designated Representative for CONTRACTOR. Changes in Designated Representatives shall be made only after advance written notice to the other party.

### 2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                    Scott Hosking, Facilities Manager  
                                      General Services, Facilities  
                                      1105 Santa Barbara Street  
                                      Santa Barbara, California 93101

To CONTRACTOR:            Allen Williams, Owner  
                                      Big Green Cleaning Company  
                                      4860 Calle Real  
                                      Santa Barbara, CA 93111

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### 3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A Statement of Work attached hereto and incorporated herein by reference.

### 4. TERM

CONTRACTOR shall commence performance on January 1, 2017 and end performance upon completion, but no later than December 31, 2022 unless otherwise directed by COUNTY or unless earlier terminated. The initial term of the Agreement will be for two (2) years. By mutual agreement, the



Agreement may be renewed for up to two (2) additional two (2) year periods. The renewal of the Agreement must be approved by the County Board of Supervisors.

Not less than 120 calendar days prior to the end of the then-current two (2) year contract period, CONTRACTOR may request in writing a price escalation based on an index, minimum wage increase, etc. CONTRACTOR must submit documentation substantiating its request. COUNTY reserves the right either to accept or to reject in writing CONTRACTOR's request for a price escalation as part of COUNTY's consideration for the contract extension.

In the event that COUNTY rejects CONTRACTOR's request for price escalation or otherwise declines to renew the Agreement, the Agreement shall automatically be extended at the then-current rates for ninety (90) days beyond the otherwise applicable termination date.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B Payment Arrangements attached hereto and incorporated herein by reference. Billing shall be made by itemized invoice, and shall include the contract number assigned by COUNTY. Invoices shall be delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.



## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

## **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.



## 18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## 19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall

be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SUSPENSION**

COUNTY unilaterally may order CONTRACTOR, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of COUNTY. Reasons may include, but not limited to, the following:

- A. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
- B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use immediately.
- C. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of COUNTY relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

COUNTY will give notice of suspension of work and effective date as follows:

- A. If work suspension is due to "A" or "B" above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
- B. If suspension is due to "C" above, written notice at least two (2) working days in advance will be given prior to effective date.

Reduction in payment during a suspension period will be calculated on a prorated basis of the proportion of the monthly rate listed on the Exhibit A-1 South County Service Locations and Costs and Exhibit A-2 North County Service Locations and Costs. The proration will be based on the number of cleanings in the month.

## **21. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.



**25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**26. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**27. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement, including but not limited to OSHA Standard 29 CFR § 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service for the medical facilities, and any applicable minimum wage requirements. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**29. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**30. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**31. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any



other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **32. MISCELLANEOUS**

- A. County Rules. CONTRACTOR shall comply with any applicable County rules or guidelines for performance as described in EXHIBIT C County Rules.
- B. Safety Measures. CONTRACTOR shall take all necessary precautions for the safety of employees on the work site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.
- C. Hazardous and Toxic Substances. Manufacturers and distributors are required by the federal "Hazardous Communication Standard" (29 CFR § 1910.1200) to label each hazardous material or chemical container and California Hazard Communication Regulation Section 5194 of Title 8, California Administrative Code (T8CAC) to provide Material Safety Data Sheets to the purchaser. CONTRACTOR shall comply with these laws and provide COUNTY with copies of the Material Safety Data Sheets.

### **33. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **34. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **35. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in writing to COUNTY and in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. § 3321.)

### **36. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal 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; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

### **37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose in writing to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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//

Agreement for Services of Independent Contractor between the County of Santa Barbara and Big Green Cleaning Company.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

COUNTY OF SANTA BARBARA:

By:   
Chair, Board of Supervisors

Date: 12-13-16


APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

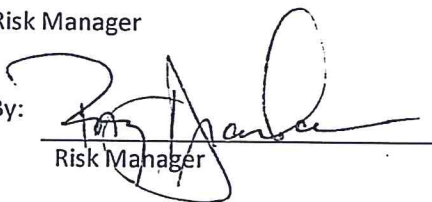
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

APPROVED AS TO FORM:

Ray Aromatorio  
Risk Manager

By:   
Risk Manager

RECOMMENDED FOR APPROVAL:

Janette D. Pell  
General Services

By:   
Director of General Services



Agreement for Services of Independent Contractor between the County of Santa Barbara and Big Green Cleaning Company.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**CONTRACTOR:**

Big Green Cleaning Company

By:



Authorized Representative

Name:

ALLEN WILLIAMS

Title:

PRESIDENT

## EXHIBIT A

### Statement of Work

#### Locations, Task Schedule, Supplies and Equipment

1. CONTRACTOR will provide janitorial services to the locations listed in **Exhibit A-1 South County Service Locations and Costs** and **Exhibit A-2 North County Service Locations and Costs**. CONTRACTOR will furnish all labor, uniforms, materials, equipment, transportation, supervision and management required to provide janitorial services in accordance with all terms and conditions of this Agreement. At each location, CONTRACTOR shall perform all of the duties required by **Exhibit A-3 Task Schedule**.
2. The premises shall be maintained with a clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. The frequencies indicated herein are general requirements for the purposes of identifying overall maintenance frequencies. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the COUNTY's Designated Representative shall resolve said conflict/inconsistency.
3. CONTRACTOR will furnish all cleaning supplies such as rags, floor finish, carpet cleaners, etc. CONTRACTOR will invoice the COUNTY the cost of supplying toilet paper, seat covers, roll towels, hand soap, trash liners, urinal screens, sanitary receptacle bags, air fresheners, and batteries as shown in **Exhibit A-4 Janitorial Supplies**.
4. CONTRACTOR will furnish and maintain in good working condition all the necessary cleaning equipment required to maintain the facility including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment.

#### Work Schedule

1. Work under this Agreement will be performed during non-business hours except where otherwise arranged or as otherwise provided in this Agreement.
2. Secured areas must be cleaned during normal business hours. A secured area is defined as that part of the building that CONTRACTOR does not have access or keys. In such cases, access to these areas will be controlled by COUNTY personnel who will accompany CONTRACTOR personnel.
3. All tasks must be performed on the designated service days. CONTRACTOR shall coordinate with the COUNTY Designated Representative to adjust the cleaning schedule according to **Exhibit A-5 Calendar of Holidays**. Site locations that are serviced three days or less a week, one of which is a holiday, will be serviced the day after the holiday.

#### Interrupted Service

1. In the event that the COUNTY declares an emergency due to road or weather conditions or other reasons, and the building is closed for the day or opens late, or closes early, the COUNTY may grant excused absences to CONTRACTOR's employees or may require CONTRACTOR to have the employees make up the lost time in order to complete the cleaning duties. CONTRACTOR must make every effort to provide janitorial services, particularly if the occurrence is on a Friday or is on a day proceeding a holiday. Work should be performed during the holiday or weekend so that the building will be cleaned prior to office hours on the following work day.

#### Inspections

1. The COUNTY's Designated Representative shall regularly, randomly inspect COUNTY facilities to ensure compliance with the work required by this contract. The CONTRACTOR's Supervisor shall be available, upon request, to accompany the COUNTY Designated Representative during inspections.



## EXHIBIT A

### Statement of Work

2. CONTRACTOR will not perform inspections during work hours without prior consent of the COUNTY Designated Representative. Extra work authorized by the COUNTY Designated Representative will also be inspected on a regular basis and performed to the standards of the COUNTY.

#### Staffing Requirements

1. CONTRACTOR will provide an adequate number of cleaning personnel each day to ensure that all services herein specified are accomplished. It is the CONTRACTOR's responsibility to determine and furnish the total staff-hours.

#### Specialized Staff Training

1. CONTRACTOR shall comply with the OSHA Standard 29 CFR § 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service for the medical facilities. CONTRACTOR shall be responsible for compliance upon execution of Agreement and shall provide proof to the COUNTY Designated Representative.

#### Background Checks

1. Background checks will be required on CONTRACTOR's employees providing services to the COUNTY. CONTRACTOR will be required, at the time of contract award, to provide the COUNTY all Live Scan results of all employees and backup personnel assigned to this COUNTY contract.
2. Prior to working at any COUNTY facility, all personnel assigned to the COUNTY contract will also be required to sign and provide to the COUNTY a confidentiality agreement attached as **Exhibit A-6 Contractor Confidentiality Agreement**.

#### Security

1. COUNTY Designated Representative will provide COUNTY ID badges to all employees of CONTRACTOR. First time badges, all defective, cracked badges will be provided at no cost to the CONTRACTOR. Any lost or damaged badges due to neglect from CONTRACTOR and/or their employees will be replaced at a charge of \$20.00 each.
2. CONTRACTOR shall be responsible for use of all keys and security cards issued to him/her.
3. All main doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured. On occasion, certain areas, which are normally open for cleaning may be secured. In such a situation cleaning shall take place only upon request of the Designated Representative.
4. CONTRACTOR shall not duplicate any keys for premises unless directed to do so by the Designated Representative. CONTRACTOR/Supervisory staff must promptly report any lost keys or need for additional keys to the Designated Representative.
5. To avoid the possibility of tracing lost keys to the premises, the CONTRACTOR shall not put identification on any keys.

#### Alarm Responsibility

1. Where facility to be serviced is equipped with an intrusion alarm, the CONTRACTOR's staff shall be responsible for disarming the alarm when they enter the building and for arming the alarm when they leave. COUNTY facilities shall be responsible for furnishing instructions to the CONTRACTOR's supervisory personnel in the

## EXHIBIT A

### Statement of Work

correct procedure for each operation. It shall be the CONTRACTOR's responsibility to instruct any temporary or replacement employees in the complete operation of arming and disarming of the alarm system.

#### Storage Space

1. The COUNTY may provide some storage space at the various facilities for janitorial supplies and equipment. Due to the limited amount of space, any storage spaces beyond that which the COUNTY is presently providing for janitorial equipment is the responsibility of the CONTRACTOR.

#### Cleaning Areas

1. Each building will have designated areas to include public, private, conference rooms, break and/or kitchen areas and restrooms.
2. Public areas – Public denotes the area of the building that extends from 20 foot radius outside each entrance or exit for a COUNTY building and includes all areas that the public can enter and roam freely. Examples are: lobbies, most elevators, hallways, public restrooms, stairwells and courtrooms.
3. Private areas – any area that the outside public (persons) are not able to roam freely or be in, without being invited and/or questioned. This includes areas that COUNTY staff normally work, such as offices and cubicles.
4. Exceptions:
  - a. All conference rooms and stairwells are to be treated as public areas.
  - b. Mechanical rooms, machine rooms and telephone cable rooms are excluded from this contract.

#### Floor Care Schedules

1. CONTRACTOR will supply schedules for carpet cleaning, vacuuming and scrubbing of hard floors for each facility. If schedule changes, advance notice will be given to COUNTY Designated Representative.

#### Day Porter

1. CONTRACTOR will provide two (2) full-time day porters: one (1) to be assigned, as directed by the COUNTY, to the Downtown Santa Barbara area and one (1) to be assigned, as directed by the COUNTY, to Lompoc and Santa Maria. The day porter will be responsible to clean during normal business hours (8 a.m. – 5 p.m.) in the specified areas of Downtown Santa Barbara, Lompoc or Santa Maria. Duties shall include but not be limited to: checking restrooms, cleaning as needed, restocking, cleaning railings, sweeping, and responding as needed to minor emergencies in the area for quick clean-ups.



County of Santa Barbara  
 General Services, Facilities  
 South County Service Locations and Costs

EXHIBIT A-1

Bldg Number	Building	Address	Square footage	Frequency	Monthly Cost
<b>SANTA BARBARA - DOWNTOWN</b>					
1	F01001	Schwartz Building	130 East Victoria Street	9,628	5x \$ 1,730. <sup>00</sup>
2	F01002	McDonald Building	1226 Anacapa Street	7,358	5x \$ 761. <sup>00</sup>
3	F01004	Engineering Building	123 East Anapamu Street	53,406	5x \$ 4,122. <sup>00</sup>
4	F01005	Administration Building	105 East Anapamu Street	95,379	5x \$ 5,978. <sup>00</sup>
5	F01006	District Attorney	1112 Santa Barbara Street	28,855	5x \$ 2,966. <sup>00</sup>
6	F01011	Probation Building	117 East Carrillo Street	21,728	5x \$ 2,091. <sup>00</sup>
7	F02002	Courthouse Public Defender	1100 Anacapa Street	11,308	5x \$ 1,830. <sup>00</sup>
8	F02003	Main Courthouse	1100 Anacapa Street	65,487	5x \$ 3,698. <sup>00</sup>
9	F02003	Courthouse Basement (restrooms only)	1100 Anacapa Street		5x \$ 53. <sup>00</sup>
10	F02003	Courthouse; 4 public restrooms to be done Saturday & Sunday	1100 Anacapa Street		2x \$ 497. <sup>00</sup>
11	F02004	Courthouse East Wing	1105 Santa Barbara Street	12,418	5x \$ 442. <sup>00</sup>
12	F02001	Courthouse Hall of Records	1100 Anacapa Street	10,195	5x \$ 557. <sup>00</sup>

**Santa Barbara - Downtown Total Monthly Bid: \$24,725.<sup>00</sup>**

<b>GOLETA</b>					
1	F05001	IV Clinic	970 Embarcadero Del Mar	6,150	5x \$ 1,109. <sup>00</sup>
2	H01001	Santa Barbara Animal Services	5473 Overpass Road	2,400	3x \$ 405. <sup>00</sup>
3	J01015	Juvenile Services	4500 Hollister Avenue	7,072	5x \$ 637. <sup>00</sup>
4	J01016	Villa Esperanza Trailer (bottom of the hill)	4500 Hollister Avenue	750	1x \$ 68. <sup>00</sup>
5	J01017	Villa Esperanza Modular	4500 Hollister Avenue	960	1x \$ 85. <sup>00</sup>
6	J01018	Juvenile Hall, Holding Station	4500 Hollister Avenue	4,000	3x \$ 373. <sup>00</sup>
7	J01021	PRRC Adult Classroom (to include outside restroom)	4500 Hollister Avenue	1,524	5x \$ 360. <sup>00</sup>
8	J02002	Casa Nueva Building	260 N. San Antonio Road	8,150	2x \$ 389. <sup>00</sup>
9	J02016	Health Stat Clinic	315 Camino del Remedio	700	5x \$ 177. <sup>00</sup>
10	J02020	Agricultural Commission	263 Camino del Remedio	3,884	2x \$ 275. <sup>00</sup>
11	J02021	PHD Environmental Health Modular	225 Camino del Remedio	4,032	3x \$ 482. <sup>00</sup>
12	J02022	Employee University	267 Camino del Remedio	4,320	5x \$ 423. <sup>00</sup>
13	J02028	Social Services	234 Camino del Remedio	50,420	5x \$ 3,204. <sup>00</sup>

*[Signature]*  
 Signature

*P16 GARDEN CONCRETE COMPANY*  
 Acceptance of Addendum #2

*11/5/16*  
 Date

County of Santa Barbara  
General Services, Facilities  
South County Service Locations and Costs

EXHIBIT A-1

	Bldg Number	Building	Address	Square footage	Frequency	Monthly Cost
14	J02030	Clerk Recorder Assessor Elections	4440 Calle Real	16,644	5x	\$ 1,385. <sup>00</sup>
15	J04010	GS ICT Communications & Flood	4568 Calle Real, Bldg C	3,800	1x	\$ 157. <sup>00</sup>
16	J04014	General Services, Vehicle Ops	4568 Calle Real, Bldg A	1,200	1x	\$ 159. <sup>00</sup>
17	J04013	General Services Facilities & Ag Comm	4568 Calle Real, Bldg B	1,000	1x	\$ 199. <sup>00</sup>
18	J04013	General Services, Facilities (6 restrooms only)	4568 Calle Real, Bldg B		1x	\$ 126. <sup>00</sup>
19	J04018	Transfer Station, Maintenance Shop (2 restrooms)	4438 Calle Real	500	1x	\$ 81. <sup>00</sup>
20	J04022	Transfer Station, Ops Office & Dress Room	4430 Calle Real	2,200	1x	\$ 208. <sup>00</sup>
21	J04022A	PW Transfer Station Operators Trailer	4430 Calle Real	720	2x	\$ 268. <sup>00</sup>
22	J04031	Transfer Station, Safety Modular	4430 Calle Real	720	1x	\$ 76. <sup>00</sup>
23	J04034	Parks Office	4568 Calle Real, Bldg, E	1,500	2x	\$ 270. <sup>00</sup>
24	J04038	Public Works Permits Office	4417 Cathedral Oaks Road	2,700	1x	\$ 228. <sup>00</sup>
25	J04044	Road Yard Building C (one restroom at end of warehouse)	4417 Cathedral Oaks Road	400	1x	\$ 102. <sup>00</sup>
26	J04042	Road Yard Lab/Office	4415 Cathedral Oaks Road, Bldg A	4,872	2x	\$ 511. <sup>00</sup>
27	J04047	CRA Archive Bldg/Warehouse	4417 Calle Real	300	1x	\$ 70. <sup>00</sup>
28	J05001	Fire Dept Administration	4410 Cathedral Oaks Road	7,612	2x	\$ 591. <sup>00</sup>
29	J05002	Fire Dept Warehouse	4410 Cathedral Oaks Road	1,880	2x	\$ 266. <sup>00</sup>
30	J05020	Emergency Operations Center	4405 Cathedral Oaks Road	7,882	3x	\$ 729. <sup>00</sup>
<b>Goleta Total Monthly Bid:</b>						<b>\$ 13,413.<sup>00</sup></b>
<b>GRAND TOTAL FOR SANTA BARBARA AND GOLETA:</b>						<b>\$ 38,138.<sup>00</sup></b>

*[Handwritten Signature]*  
Signature

BIG GREEN CLEANING COMPANY  
Acceptance of Addendum #2

11/5/16  
Date



County of Santa Barbara  
General Services, Facilities  
North County Service Locations and Costs

EXHIBIT A-2

Bldg Number	Building	Address	Business Hours	Square footage	Frequency	Monthly Cost
<b>LOMPOC</b>						
1	Courthouse, District Attorney	415 East Cypress		5,239	3x	\$ 465. <sup>00</sup>
2	Courthouse, Probation	415 East Cypress		7,759	3x	\$ 639. <sup>00</sup>
3	Courthouse, Public Defender	415 East Cypress		1,880	3x	\$ 180. <sup>00</sup>
4	Administration Building	401 East Cypress		3,597	3x	\$ 602. <sup>00</sup>
5	Lompoc Veteran's Memorial Building	100 East Locust Avenue		7,861	1x	\$ 543. <sup>00</sup>
5	Public Works Modular Office	2010 Sweeney Road		1,152	1x	\$ 137. <sup>00</sup>
7	General Services, Vehicles (breakroom & 2 restrooms only)	2010 Sweeney Road		400	1x	\$ 103. <sup>00</sup>
8	Lompoc Health Care Center*	301 North R Street		20,080	5x	\$ 4,743. <sup>00</sup>
9	Social Services	1100 West Laurel Avenue		20,000	5x	\$ 2,565. <sup>00</sup>
10	Lompoc Wellness Center*	1109 West Chestnut Avenue		7,445	5x	\$ 1,806. <sup>00</sup>
11	Lompoc Animal Services	1501 West Central Avenue		1,056	1x	\$ 194. <sup>00</sup>

**Lompoc Total Monthly Bid: \$ 11,977.<sup>00</sup>**

**SOLVANG**

1	Board of Supervisors	1745 Mission Drive		579	1x	\$ 175. <sup>00</sup>
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**Solvang Total Monthly Bid: \$ 175.<sup>00</sup>**

**SANTA MARIA**

1	Probation Department, Bldg A	2121 Centerpointe Parkway, Bldg A		25,075	5x	\$ 3,142. <sup>00</sup>
2	Santa Maria Health Care Center, Bldg B*	2115 Centerpointe Parkway, Bldg B		25,075	5x	\$ 4,904. <sup>00</sup>
3	Social Services, Bldg C	2125 Centerpointe Parkway, Bldg C		64,400	5x	\$ 5,409. <sup>00</sup>
4	Administration Building, Bldg D	511 East Lakeside Parkway, Bldg D		14,445	5x	\$ 1,919. <sup>00</sup>
5	Planning & Development	624-A West Foster Road		500	1x	\$ 49. <sup>00</sup>
6	Planning & Development Petroleum Annex	624-B West Foster Road		2,800	3x	\$ 226. <sup>00</sup>
7	Planning & Development	624 West Foster Road, Suite C		5,356	3x	\$ 514. <sup>00</sup>
8	Agricultural Dept.	624 West Foster Road, Suite C		4,146	3x	\$ 372. <sup>00</sup>
9	Public Works	620 West Foster Road		11,500	3x	\$ 810. <sup>00</sup>
10	Santa Maria Animal Services	548 West Foster Road		18,642	3x	\$ 974. <sup>00</sup>
11	Juvenile Hall	812-B Foster Road		2,000	3x	\$ 485. <sup>00</sup>

*[Signature]*

*BIG GREEN CLEANING COMPANY*

Acceptance of Addendum #3

*11/6/16*

Date

**County of Santa Barbara  
General Services, Facilities  
North County Service Locations and Costs**

EXHIBIT A-2

Bldg Number	Building	Address	Business Hours	Square footage	Frequency	Monthly Cost
12	Juvenile Court, County Counsel	4285 California Blvd		118	3x	\$ 28,00 <sup>00</sup>
13	Juvenile Court, District Attorney	4285 California Blvd		1,374	3x	\$ 216,00 <sup>00</sup>
14	Juvenile Court, Public Defender	4285 California Blvd		1,649	3x	\$ 283,00 <sup>00</sup>
15	Corporate Yard, Vehicles	912 West Foster Road		1,000	1x	\$ 118,00 <sup>00</sup>
16	Corporate Yard	912 West Foster Road		13,612	3x	\$ 630,00 <sup>00</sup>
17	Public Works	912 West Foster Road		576	3x	\$ 354,00 <sup>00</sup>
18	Courthouse, District Attorney (upstairs)	312-C East Cook Street		10,057	3x	\$ 778,00 <sup>00</sup>
19	Courthouse, Law Library	312-C East Cook Street		2,308	3x	\$ 333,00 <sup>00</sup>
20	Courthouse, Sheriff Civil	312-C East Cook Street		1,641	3x	\$ 216,00 <sup>00</sup>
21	Courthouse, Public Defender	312-A East Cook Street		7,046	3x	\$ 603,00 <sup>00</sup>
22	Public Health WIC*	203 E. Fesler Road		2,500	5x	\$ 552,00 <sup>00</sup>
23	Probation/PRRC Suite J, K & L*	124 West Carmen		7,057	5x	\$ 1,127,00 <sup>00</sup>
24	DSS Carmen Lane	304 West Carmen		12,000	5x	\$ 1,216,00 <sup>00</sup>
25	DSS Workforce Resource Center	1444 South Broadway		43,068	5x	\$ 4,385,00 <sup>00</sup>
26	DSS Benefits Service Center (BSC)	1318 South Broadway		30,000	5x	\$ 2,620,00 <sup>00</sup>

**Santa Maria Total Monthly Bid: \$ 32,313,00<sup>00</sup>**

**GRAND TOTAL FOR NORTH COUNTY: \$ 44,465,00<sup>00</sup>**

\* indicates department will be invoiced directly

*[Handwritten Signature]*

BIG GREEN CLEANING COMPANY

11/6/16

Acceptance of Addendum #3

Date



## EXHIBIT A-3

### Task Schedule

#### Public Areas, Lobbies, Lounges and Conference Rooms

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Empty, spot clean trash receptacles and replace liners.
2. Empty recycle containers and place contents in the correct dumpster.
3. Dust and spot clean all furniture including desks, chairs and tables.
4. Clean and sanitize all drinking fountains and water dispensers.
5. Dust all horizontal surfaces between 24" and 70" including sills, ledges and moldings, excluding art work.
6. Spot clean doors, door knobs/handles, frames, lights switches, kick and push plates, handles, walls and interior glass, including graffiti.
7. Dust mop and damp mop hard floors in the traffic lanes only.
8. Vacuum all carpeting in the traffic lanes only.
9. Spot clean spills and stains on carpeted and hard floors.
10. Sweep within 20 foot radius of exterior building entrances and empty exterior trash.

##### Weekly:

1. Dust all horizontal surfaces below 24" and above 70", including sills, ledges and moldings, excluding art work.
2. Remove dust and cobwebs from ceiling areas, corners and light fixtures.
3. Dust mop and damp mop hard floors in their entirety.
4. Vacuum carpeted floors in their entirety.
5. Clean interior and exterior glass entrance doors and adjacent windows, including sills.
6. Sweep identified balconies and patios.

##### Monthly:

1. Dust/clean window coverings.
2. Clean ducts, vents and radiators.
3. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.

## EXHIBIT A-3

### Task Schedule

#### Private Offices

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Empty, spot clean central trash receptacles and replace liners.
2. Empty central recycle containers and place contents in the correct dumpster.
3. Clean and sanitize all drinking fountains and water dispensers.
4. Sweep within 20 foot radius of exterior building entrances and empty exterior trash.

##### 2x/month:

1. Dust mop and damp mop hard floors in their entirety.
2. Vacuum carpeted floors in their entirety.
3. Clean interior and exterior glass entrance doors and adjacent windows, including sills.
4. Spot clean spills and stains on carpeted and hard floors.

##### Monthly:

1. Dust/clean window coverings.
2. Clean ducts, vents and radiators.
3. Dust all sills, ledges, moldings and tops of partitions.
4. Remove dust and cobwebs from ceiling areas, corners and light fixtures.

##### Quarterly:

1. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.



## EXHIBIT A-3

### Task Schedule

#### Washrooms

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass and mirrors.
3. Empty all containers and disposals, insert liners as required, spot clean and sanitize the containers.
4. Empty and sanitize the interior of sanitary containers.
5. Spot clean all walls, doors, door knobs/handles, partitions, frames, lights switches, kick and push plates, handles, and interior glass, including graffiti.
6. Refill all dispensers to normal limits – soap, tissue, towels, liners, seat holders and air fresheners.
7. Replace batteries for air fresheners, soap and paper towel dispensers as needed.
8. Dust all horizontal surfaces between 24" and 70" including sills, ledges, moldings, shelves and frames.
9. Dust mop, damp mop, and sanitize hard floors.

##### Weekly:

1. Dust all horizontal surfaces below 24" and above 70" including sills, ledges and moldings.
2. Clean ducts, vents and radiators.
3. Remove dust and cobwebs from ceiling areas, corners and light fixtures.
4. Clean functional showers.

##### Quarterly:

1. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

Note: Contractor will follow manufacturer's instructions to clean and maintain waterless urinals.

## EXHIBIT A-3

### Task Schedule

#### Kitchens/Breakrooms

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Damp clean and sanitize tabletops.
2. Clean, polish and refill all dispensers.
3. Empty all containers and disposals, insert liners as required, spot clean and sanitize the containers.
4. Clean and sanitize drinking fountain and water dispensers.
5. Spot clean doors, door knobs/handles, frames, lights switches, kick and push plates, handles, walls and interior glass.
6. Clean the front of all cabinets and drawers.
7. Damp mop and dust mop hard floors.
8. Vacuum carpet floors in their entirety.
9. Clean the microwave oven inside and out.
10. Clean and polish the sink and counters.
11. Replace batteries for air fresheners, soap and paper towel dispensers as needed.

##### Weekly:

1. Damp clean seats, backs and legs of chairs, and pedestals or legs of tables.

##### Monthly:

1. Dust/clean window coverings.
2. Clean ducts, vents and radiators.
3. Dust all sills, ledges and moldings.
4. Remove dust and cobwebs from ceiling areas, corners and light fixtures.

##### Quarterly:

1. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.



## EXHIBIT A-3

### Task Schedule

#### Elevators

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Ensure tracks are free of dirt and debris.
2. Clean walls, doors and call buttons.
3. Dust mop and damp mop hard floors in their entirety.
4. Vacuum carpeted floors in their entirety.

##### Weekly:

1. Remove dust and cobwebs from ceiling areas, corners and light fixtures.

##### Quarterly:

1. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.

#### Stairwells

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Dust mop steps and landings.
2. Spot clean walls, steps and landings.
3. Sanitize railings.

##### Weekly:

1. Remove dust and cobwebs from ceiling areas, corners and light fixtures.
2. Dust mop and damp mop hard floors in their entirety.
3. Vacuum carpeted floors in their entirety.

##### Quarterly:

1. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.

## EXHIBIT A-3

### Task Schedule

#### Security and Quality Control

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Notify building contact of any irregularities [i.e. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies].
2. Turn off all lights except those specified to be left on.
3. Close all windows and lock all doors that had been locked.

##### Monthly:

1. Customer service visits for quality control at selected buildings.

##### Annually:

1. Formal customer review.

#### Janitor Closets

##### Frequency of service based on building (5x/week, 3x/week, 2x/week or 1x/week):

1. Ensure shelves are kept clean. Supplies and equipment will be neat and organized.
2. Janitorial carts will be kept clean, neat and organized.
3. Walls, floors and sinks will be kept clean.



## EXHIBIT A-3

### Task Schedule

#### Public Health & SB HealthStat - Exam Rooms

##### Daily:

1. Empty, spot clean trash receptacles and replace liners.
2. Spot clean all walls, doors, door knobs/handles, frames, lights switches, kick and push plates, handles, walls and interior glass.
3. Damp clean and sanitize countertops, chairs and telephones.
4. Spot clean exam tables below surface level.
5. Refill all dispensers to normal limits – soap, tissue, towels, and air fresheners.
6. Replace batteries for air fresheners, soap and paper towel dispensers as needed.
7. Dust mop, damp mop, and sanitize hard floors.
8. Dust all horizontal surfaces between 24" and 70" including sills, ledges and moldings.

##### Weekly:

1. Damp clean and sanitize exam tables below surface level.
2. Dust all horizontal surfaces below 24" and above 70", including sills, ledges and moldings.
3. Remove dust and cobwebs from ceiling areas, corners and light fixtures.

##### Monthly:

1. Dust/clean window coverings.
2. Clean ducts, vents and radiators.
3. Machine scrub hard floors to remove scuff and heel marks. Refinish to maintain protective coating and gloss.

##### Annually:

1. Bonnet clean carpets.
2. Hot water extraction clean carpets six months after bonnet cleaning.

#### Public Health & SB HealthStat only – Patient Waiting Rooms

##### Daily:

1. Sanitize all patient waiting room chairs.

EXHIBIT A-4

Janitorial Supplies

Product	Description	Cost per Case	Suggested Alternate	Cost per Case
6752-01	Toilet Paper, Sustainable Earth 2-ply, 80 rolls/case, 550 sheets/roll	Not available \$ or desirable	Reliable Standard 2-ply Green certified 96/case 500 Sheet	\$ 35.50 *
19372	Georgia Pacific Angel Soft Coreless Bath Tissue 2-ply, 18/ct, 1125 sheets/roll	\$ 39.50	Jumbo JRT 12/case, 1000 ft./roll Lead Cert.	\$ 25.45 *
4500	Toilet Seat Covers, 5000 /case	\$ 33.20		\$
19372	Toilet Paper, Sustainable Earth 2-ply, 80 rolls/case, 550 sheets/roll	Not available \$ or desirable		\$
01040-10	Scott Hard wound Towels, 1-ply, 12 rolls/case, 8"x800', white	\$ 58.25	6 rolls/case 8" x 800', white	\$ 28.55
U17060	Deomatic Urinal Screens, 12/case	\$ 16.50		\$
8515	Wax Sanitary receptacle bags, 250/case	\$ 17.95		\$
815081	Metered Air Freshener, Summer Breeze 7 oz., 12/case	\$ 3.32	Eco Passive Air 6/box, 6/box/case	\$ 123.07 *
1912-02	Gojo Antimicrobial Foam Hand Wash 1,250 ml/bottle, 3 bottles/case	\$ 43.96	Kutol Foaming Hand Soap 6/1250 ml/cs	\$ 54.25
8812-03	Gojo Antimicrobial Foam Hand Wash 1,200 ml/bottle, 2 bottles/case	\$		\$
Trash Can Liners	Clear, 40 x 46, 1.0 mil., 100/case	\$ 21.60		\$
Trash Can Liners	Black, 40 x 46, 1.3 mil., 100/case	\$	Black, 40 x 46, 1.5 mil. 100/cs	\$ 24.90
Trash Can Liners	Black, 33 x 39, 1.35 mil., 150/case	\$	Black, 30 x 39, .7 Mil 250/cs	\$ 27.66
Trash Can Liners	Black, 24 x 33, 8 mic., 1,000/case	\$	500/case	\$ 19.45
Batteries	AA cell alkaline	\$ .76 each		
	D cell alkaline	\$ 2.75 each		
Cost to provide and install a new dispenser:	Paper Towel	\$ 56.00 **	Hand soap	\$ 8.00
	Toilet paper	\$ 28.00 **	Seat covers	\$ 18.00

\* Additional alternatives available  
\*\* For Universal size Supplies

*Handwritten signature* 11/5/1



**EXHIBIT A-5**  
**Calendar of Holidays**

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

**EXHIBIT A-6**

**CONTRACTOR CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, hereby execute this Confidentiality Agreement as a prerequisite to performing services pursuant to the Agreement for Services of Independent Contractor ("Master Agreement") between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Big Green Cleaning Company ("CONTRACTOR"), with an address at 4860 Calle Real, Santa Barbara, California 93111, which is incorporated herein by reference.

**CONFIDENTIAL INFORMATION DEFINED:**

Confidential Information includes but is not limited to documents of any type whatsoever (paper or electronic), data, and any other information to which I may have access or of which I may become aware. Confidential Information includes but is not limited to information pertaining to persons and/or entities receiving services from the COUNTY such as client names, addresses, social security numbers, dates of birth, driver's license numbers, identification numbers, and other identifying information; all financial, health, criminal and public assistance records; and design concepts, algorithms, programs, formats, documentation, or any other proprietary or confidential information or trade secrets belonging to the COUNTY or to other vendors doing business with the COUNTY. The obligations of this Confidentiality Agreement apply regardless of whether the information is identified as confidential and to any information which by its nature is intended to remain confidential.

**CERTIFICATION:**

Except as approved in advance in writing by COUNTY, I hereby agree that I will not disclose to any unauthorized person any Confidential Information, to forward to the COUNTY Designated Representative all requests for the release of any Confidential Information, to protect Confidential Information against disclosure to any unauthorized person, and to keep confidential all Confidential Information.

I agree to report to the COUNTY Designated Representative any and all violations of this Confidentiality Agreement by myself and/or by any other person of which I became aware and, upon completion of termination of the Master Agreement, to return to the COUNTY Designated Representative all Confidential Information entrusted to me.

I acknowledge that violation of this Confidentiality Agreement will result in my immediate removal from all County contracts, may subject me to civil and/or criminal action, and may entitle the COUNTY to a remedy against CONTRACTOR according to the terms of the Master Agreement.

NAME: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: (Printed) \_\_\_\_\_

POSITION: CONTRACTOR



## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,696,720.
- B. Any requests for changes to janitorial services will be by written request to CONTRACTOR. CONTRACTOR will supply a proposal which may or may not be accepted by COUNTY.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, as defined in Exhibit A-1 South County Service Locations and Costs and Exhibit A-2 North County Service Locations and Costs. Invoices submitted for payment that are based upon Exhibit A-1 South County Service Locations and Costs and Exhibit A-2 North County Service Locations and Costs must contain sufficient detail to enable an audit of the charges and provide supporting documentation. Invoices will contain cost of service and supplies by building, building number and address of building.
- D. The cost of the two day porters, performing work as described in Exhibit A Statement of Work, will be invoiced monthly at the rate of \$26 per hour and will reflect actual work hours. The invoices must contain sufficient detail to enable an audit of the charges and provide supporting documentation. As work will be performed during normal business hours, there is no expectation of overtime for the day porters.
- E. As described in Exhibit A Statement of Work, payment for supplies consumed in the course of providing janitorial services will be invoiced to COUNTY based on pricing in Exhibit A-4 Janitorial Supplies. The invoices must contain sufficient detail to enable an audit of the charges and provide supporting documentation.
- F. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the services performed and supplies consumed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed, based on Exhibit A Statement of Work and Exhibit A-3 Task Schedule, and if found to be satisfactory and within the cost basis of Exhibit A-1 South County Service Locations and Costs, Exhibit A-2 North County Service Locations and Costs, and Exhibit A-4 Janitorial Supplies shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### County Rules

#### Conduct of Employees

Employees of CONTRACTOR, while performing work under this Agreement, will not:

- A. Remove any COUNTY property or personal property, equipment, monies, forms or any other item from their place.
- B. Engage in horseplay or loud boisterous behavior.
- C. Play amplified sound equipment.
- D. Be under the influence of alcohol or drugs.
- E. Gamble.
- F. Smoke.
- G. Turn on or off or use any equipment other than CONTRACTOR's equipment.
- H. Use any COUNTY telephone except a telephone designated by the building management for the purpose of business under this contract.
- I. Open any desk, file cabinet, storage cabinet or refrigerator (unless refrigerator is designated for cleaning).
- J. Disturb or remove any articles from desks.
- K. Consume any food or beverage, other than that brought with the employee or purchased from vending machines and only in areas designated by the building management for regular breaks.
- L. Engage in long conversations with security guards, visitors or other individuals.
- M. Take photographs of the building or its contents.
- N. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- O. Engage in any activity, which is not in the best interest of COUNTY or is otherwise detrimental to the performance of this contract. If an employee arrives at the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a CONTRACTOR supervisor is contacted for the purpose of escorting the employee away from the building safely.
- P. No unauthorized personnel are to accompany CONTRACTOR employees at job site (i.e. relatives, friends, guests, or children).

#### Removal of Employees

Any CONTRACTOR's employee whose employment or performance is objectionable to COUNTY shall be immediately removed from the contract assignment by the CONTRACTOR. A request by the COUNTY to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the CONTRACTOR in regards to employee discipline shall be at the sole discretion of the CONTRACTOR. The COUNTY shall be held harmless in any disputes the CONTRACTOR may have with the CONTRACTOR's employees. This shall include, but is not limited to charges of discrimination, harassment and discharge without just cause.



## EXHIBIT D

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the

CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.