

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

BIG GREEN CLEANING COMPANY

for

JANITORIAL AND MOVING SERVICES

FIFTH AMENDMENT

Effective July 1, 2020

This Fifth Amendment to the Agreement for Services of Independent Contractor is made between the **Big Green Cleaning Company** with an address at 4860 Calle Real, Santa Barbara (hereafter "Contractor") and the **County of Santa Barbara, Public Health Department** (hereinafter "County").

WHEREAS, the County and Big Green Cleaning Company desire to extend the Agreement through December 31, 2020 and amend the Agreement in accordance with Section 25;

WHEREAS, the Parties desire to amend the Agreement to require Big Green Cleaning Company to supply its own cleaning products to fulfill requirements under this Agreement;

WHEREAS, the Parties desire to amend this Agreement to allow Big Green to invoice for consumables needed to re-stock the facilities described in the Agreement;

WHEREAS, the Parties desire to amend this Agreement to allow for COVID-19 sanitation, as may be needed; and

WHEREAS, the frequency in cleaning services need to be increased to four days per month for the Santa Barbara County Women, Infants, and Children (WIC) program located at 5201 8th Street, Suite 203 in Carpinteria California.

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

Definitions. Capitalized terms used in this Fifth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

Amendments. The Parties agree to the following amendments:

1. Section 4 "Term" is deleted and replaced in its entirety with:

Term. CONTRACTOR shall commence performance upon July 1, 2014, and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on December 31, 2020 subject to such provisions for termination as contained herein and CONTRACTOR is in compliance with all terms of this Agreement.

2. Exhibit A, Attachment 6, Description of Duties, Santa Barbara County WIC Program is deleted in its entirety and replaced with **Exhibit A, Attachment 6, Description of Duties, Santa Barbara County WIC Program** as attached hereto and incorporated herein by this reference.
3. Agreement, Exhibit B, Payment Arrangements is deleted and replaced in its entirety with **Exhibit B PAYMENT ARRANGEMENTS** as attached hereto and incorporated herein by this reference.

Ratifications. The terms and provisions set forth in this Fifth Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment. The terms and provisions of the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, except as expressly modified and superseded by this Fifth Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Counterparts. This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures on following pages.)


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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on July 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: 
Chair, Board of Supervisors

Date: 7-14-20


RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: 
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on July 1, 2020.

BIG GREEN CLEANING COMPANY

By:



Name:

Allen Williams

Title:

President

**Exhibit A
Attachment 6
Description of Duties
Santa Barbara County WIC Program**

Task Schedule

Areas to be serviced:

Entire interior of Suite
5201 8th Street, Suite #203
Carpinteria, CA 93103
Contact: Susan Liles

General, Private offices, and Work Areas:

Once per Week:

1. Empty and spot clean trash receptacles.
2. Dust all furniture including desks, chairs and tables.
3. Dust all exposed filing cabinets, bookcases and shelves.
4. Dust all telephones.
5. Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
6. Spot clean desktops.
7. Spot clean reception lobby glass including front door and any other partition or door glass.
8. Dust mop resilient and hard floors.
9. Vacuum all carpeting.
10. Spot clean spills and stains on carpeted and resilient floors.
11. Spot clean furniture.
12. Remove dust and cobwebs from ceiling areas.

Monthly:

1. Dust/clean Venetian blinds.
2. Vacuum furniture.

Eating Areas:

1. Clean, polish and refill napkin holders
2. Empty all containers and disposals. Spot clean exterior and interior of all containers
3. Dust mop and damp mop floor.
4. Clean the microwave oven inside and out.
5. Clean and polish the sink and countertops.

General:

Once per 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.
4. Review/check the communication log.

Monthly:

1. Customer service visit.

**EXHIBIT B
PAYMENT ARRANGEMENTS**

Compensation Upon Completion

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$1,296,612 through December 31, 2020.

B. Monthly costs include:

Table 1 Janitorial Cost per Location (June 1, 2014 through December 31, 2015)*

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 11,879	\$ 213,822
Carpinteria/Franklin Health Care Centers/Carpinteria WIC	\$ 0	
PATH & Rescue Mission	\$ 0	
After Hours Cleaning and Furniture Moving	\$ 0	
TOTALS		\$ 213,822

Table 2 Janitorial Cost per Location (January 1, 2016 through June 30, 2016)*

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 12,414	\$74,484
Carpinteria/Franklin Health Care Centers/Carpinteria WIC	\$ 0	
PATH & Rescue Mission	\$ 0	
After Hours Cleaning and Furniture Moving	\$ 0	
TOTALS		\$74,484

* Note: Only the costs for the Calle Real Campus were part of this Agreement through June 30, 2016. The other locations were previously included in separate purchase order agreements that were combined with this agreement as part of the First Amendment effective when the purchase order agreements terminated (after June 30, 2016).

Table 3 Janitorial Cost per Location (July 1, 2016 through December 31, 2017)

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 12,414	\$ 223,452
Carpinteria/Franklin Health Care Centers/Carpinteria WIC/Carpinteria Veteran's Memorial Building	\$ 2,397	\$ 43,146
PATH & Rescue Mission	\$ 483	\$8,694
After Hours Cleaning and Furniture Moving (up to \$10,000 annually)	Per Invoice	\$15,000
PROJECTED TOTALS		\$ 290,292

Table 4 Janitorial Cost per Location (January 1, 2018 through December 31, 2018)

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 13,010	\$ 156,120
Carpinteria/Franklin Health Care Centers and Carpinteria WIC/Carpinteria Veteran's Memorial Building	\$ 2,512	\$ 30,144
PATH & Rescue Mission	\$ 506	\$ 6,072
After Hours Cleaning and Furniture Moving (up to \$20,000 annually)	Per Invoice	\$ 20,000
PROJECTED TOTALS		\$212,336

Table 5 Janitorial Cost per Location (January 1, 2019 through December 31, 2019)

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 13,791	\$ 165,487
Carpinteria/Franklin Health Care Centers and Carpinteria WIC/Carpinteria Veteran's Memorial Building	\$ 2,663	\$ 31,953
PATH & Rescue Mission	\$ 536	\$ 6,436
After Hours Cleaning and Furniture Moving (up to \$20,000 annually)	Per Invoice	\$ 20,000
PROJECTED TOTALS		\$223,876

Table 6 Janitorial Cost per Location (January 1, 2020 through June 30, 2020)

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 14,618	\$ 87,708
Carpinteria/Franklin Health Care Centers and Carpinteria WIC/Carpinteria Veteran's Memorial Building	\$ 2,822	\$ 16,935
PATH & Rescue Mission	\$ 569	\$ 3,411
After Hours Cleaning and Furniture Moving (up to \$20,000 annually)	Per Invoice	\$ 20,000
PROJECTED TOTALS		\$118,054

Table 7 Janitorial Cost per Location (July 1, 2020 through December 31, 2020)

Location	Monthly Cost	Period Costs
Santa Barbara Health Care Center (Calle Real Campus)	\$ 14,618	\$ 87,708
Carpinteria / Franklin Health Care Centers and Carpinteria WIC	\$ 3,272	\$ 19,629
PATH & Rescue Mission	\$ 569	\$ 3,411
Consumable supplies invoiced monthly as stated in Exhibit B.2	Per Invoice	\$33,000
Extra COVID-19 cleaning/sanitization	Per Invoice	\$10,000
After Hours Cleaning and Furniture Moving	Per Invoice	\$ 10,000
PROJECTED TOTALS		\$163,748

- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibit B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory 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.
- E. 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.

F. Consequences of Contractors Failure to Perform. COUNTY will give CONTRACTOR written notice of deficiencies by copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied. The Parties hereto agree that due to the obligations of CONTRACTOR to maintain an effective inspections system, CONTRACTOR will be conclusively presumed to have actual knowledge of work not performed, and therefore such written notice will not be a prerequisite for withholding payment for unperformed services.

1. In the case of non-performed work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location such non-performed work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
2. In the case of unsatisfactory work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location for unsatisfactory work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
3. Should COUNTY elect options 1 (i) or 2 (i) above, COUNTY will also deduct, as liquidated damages, to compensate COUNTY for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in Contract.
4. Should COUNTY elect options 1 (ii) or 2 (ii) above, COUNTY will also deduct, an additional 20% of the rate set forth in Contract in order to compensate COUNTY for administrative costs and other expenses incurred by COUNTY to obtain satisfactory completion of the services.
5. Repeated instances of non-performance or unsatisfactory performance will be grounds for termination of the contract for default pursuant of the contract.

G. Suspension of Work. 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 them may determine to be in the best interest of COUNTY. Reasons may include, but not limited to, the following:

1. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
2. 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.
3. 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.

H. Notice of Suspension of Work. COUNTY will give notice of suspension of work and effective date as follows:

1. If work suspension is due to option 1 or 2 above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
2. If suspension is due to option 3 above, written notice at least two (2) working days in advance will be given prior to effective date.

Reduction in payment during suspension period will be calculated on a prorated basis of the proportion of the monthly rate.

Exhibit B1
PRICE LIST

Calle Real Campus

Janitorial services as outlined in Exhibit A, Attachments 1 and 3 at five times per week

\$11,879 per month (6/1/2014-12/31/2015)
\$12,414 per month (1/1/2016-12/31/2017)
\$13,010 per month (1/1/2018-12/31/2018)
\$13,791 per month (1/1/2019 – 12/31/2019)
\$14,618 per month (1/1/2020 – 6/30/2020)
\$14,618 per month (6/30/2020 – 07/01/2020)

Carpinteria Health Care Center and Carpinteria Veteran's Memorial Building

Janitorial services as outlined in Exhibit A, Attachment 4 at five times per week

\$1,079 per month (7/1/2016- 12/31/2017)
\$1,131 per month (1/1/2018 – 12/31/2018)
\$1,199 per month (1/1/2019 – 12/31/2019)
\$1,271 per month (1/1/2020 – 6/30/2020)
\$1,271 per month (6/30/2020 – 12/31/2020)

Franklin Health Care Center

Janitorial services as outlined in Exhibit A, Attachment 5 at five times per week

\$1,228 per month (7/1/2016- 12/31/2017)
\$1,287 per month (1/1/2018 – 6/30/2018)
\$1,363 per month (1/1/2019 – 12/31/2019)
\$1,446 per month (1/1/2020 – 6/30/2020)
\$1,446 per month (6/30/2020 – 12/31/2020)

Carpinteria WIC

Janitorial services as outlined in Exhibit A, Attachment 6 at five times per week

\$90 per month (7/1/2016- 12/31/2017)
\$94 per month (1/1/2018 – 6/30/2018)
\$100 per month (1/1/2019 – 12/31/2019)
\$106 per month (1/1/2020 – 6/30/2020)
\$106 per month (6/30/2020 – 12/31/2020)

PATH

Janitorial services as outlined in Exhibit A, Attachment 7 at three-five times per week

\$270 per month (7/1/2016- 12/31/2017)
\$283 per month (1/1/2018 – 6/30/2018)
\$300 per month (1/1/2019 – 12/31/2019)
\$318 per month (1/1/2020 – 6/30/2020)
\$318 per month (6/30/2020 – 12/31/2020)

Washing of **all** windows inside and out.

\$38.00 upon request

Rescue Mission or PATH

Janitorial services as outlined in Exhibit A, Attachment 7 at twice per week

\$213 per month (7/1/2016- 12/31/2017)
\$223 per month (1/1/2018 – 6/30/2018)
\$236 per month (1/1/2019 – 12/31/2019)
\$251 per month (1/1/2020 – 6/30/2020)
\$251 per month (6/30/2020 – 12/31/2020)

Washing of **all** windows inside and out.

\$38.00 upon request

Special Requests Price List for all locations listed in Exhibit A, Attachment 8

Reference Section:	Description of Work:	Price Quote
Exhibit A Attachments 1-7,9	Cost per hour for additional cleaning	\$35.00
Exhibit A Attachments 1-7,9	Cost per square foot for strip and wax vinyl/composition/resilient floor	\$0.38
Exhibit A Attachments 1-7,9	Cost per square foot for strip and wax Spanish tile, concrete and ceramic floor	\$0.68
Exhibit A Attachments 1-7,9	Steam clean individual chairs	\$4.50
Exhibit A Attachments 1-7,9	Minimum 'charge and cost per hour for emergency call-out (business hours)	Minimum charge= \$35.00 \$35.00 per hour
Exhibit A Attachments 1-7,9	Cost per hour for moving heavy equipment in preparation for thorough floor cleaning	\$35.00

Consumable Janitorial Supplies Price List

CONTRACTOR will only invoice County for consumable supplies used for cleaning the locations listed above. CONTRACTOR will not invoice for consumable supplies used for non-Public Health Department locations or for space in facilities on shared campuses with other departments. Consumable supplies used for facilities occupied by other departments will be billed as appropriate through other established agreements.

Type:	Case Count:	Price Quote:
Air Freshener	12 / case	\$42.92
D Cell Batteries	Each	\$2.75
Gojo Foaming Hand Soap	3 / case	\$51.96
Hard Roll Hand Towels	6 rolls / case	\$28.55
Jumbo Toilet Paper	6 rolls / case	\$25.45
Kutol Foaming Hand Soap	6 / case	\$54.25
Large Liners 40x46 Black	100 / case	\$24.90
Large Liners 40x46 Clear	100 /case	\$24.90
Medium Liners 30x39 Black	250 / case	\$27.66
Multifold Hand Towels	16 Packs	\$29.95
Small Liners 24x33 Black	500 / case	\$19.45
Standard Toilet Paper	80 rolls / case	\$41.50
Toilet Seat Covers	5000 / case	\$33.20
Urinal Screens	10 / box	\$30.50
Wax Bags	250 / case	\$24.95