

CONTRACT FOR JANITORIAL SERVICES

This Contract is entered into on the date signed by all parties to it.

COUNTY: County of Siskiyou – General Services, Facilities Department
190 Greenhorn Rd.
Yreka CA 96097

and

CONTRACTOR: Jones Carpet Cleaning & Janitorial, LLC
201 E Oberlin Road
Yreka CA 96097

1. **Purpose of Contract:** The purpose of this Contract is to state the terms and conditions under which Contractor will provide janitorial and cleaning maintenance services for County facility located at 1312 Fairlane Road, 311 Fourth Street, and 305 Butte Street, Yreka CA 96097.

2. **Services to be Performed:** Contractor agrees to perform in a workmanlike manner and at the times indicated, those janitorial and cleaning maintenance services as set forth in Exhibit "A & B", which is attached hereto and hereby incorporated by reference.

To the extent that Exhibit A & B contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3. **Materials and Supplies:** Contractor shall furnish all materials and equipment necessary to perform the services required by this Contract as listed in Exhibit "A".

4. **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor the not to exceed amount of Seven Thousand Eighty-Three Dollars and 34/100 (\$7,083.34) per month, for FY21/22, FY22/23, and FY23/24, for a total not to exceed amount of Two Hundred Thirty-Three Thousand Seven Hundred Fifty Dollars and 22/100 (\$233,750.22) for the term of the Contract. This compensation shall be made on the last day of the month in which services have been

satisfactorily performed.

5. **Term of Contract:** This Contract shall commence on October 1, 2021, and shall terminate on June 30, 2024, unless terminated earlier as provided herein.

6. **Termination on Occurrence of Stated Events:** This contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

6a. **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

6b. **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

6c. **Termination of Funding:** County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

7. **Maintenance:** Contractor shall notify County immediately of any maintenance problem it becomes aware of, but which is not included in this Contract, such as electrical or plumbing problems, roof leaks, broken windows or locks, vandalism and so forth.

8. **Provisions for Unsatisfactory Service:** For the benefit of the County and Contractor, Exhibit "B" has been attached identifying a County employee and providing the means by which this employee can confirm that services as set forth in this Contract are being adequately performed by the Contractor. The Contractor shall provide the designated County employee with Exhibit "B" or some other document designated by County on a monthly, quarterly or annual basis, as directed by County. The designated County employee shall initial the form to indicate that services were satisfactory or indicate any problems with service. The form shall then be forwarded to the Department Head for review. Should the Contractor fail to perform services at any time as set forth in this Contract, the Department Head shall contact the Contractor in an effort to resolve any issues and facilitate the performance of services as set forth in this Contract. If, after contact is made, the services are still unsatisfactory in the opinion of County, County shall have the option to bring in janitorial services to perform the

janitorial needs as set forth herein and deduct the cost of such services from the monthly rate established in this Contract.

9. **Compliance with Applicable Statutes, Ordinances and Regulations:** In performing the services required, Contractor shall comply with all applicable Federal, State, County and City Statutes, Ordinances and Regulations.

10. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims resulting solely from the negligence or willful misconduct of County. Contractor shall also defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

11. **Insurance:** Contractor shall obtain and maintain for the entire term of this Contract comprehensive general public liability and property damage insurance in an amount acceptable to County. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in an amount acceptable to County. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. Contractor shall be insured against liability for workers' compensation unless Contractor has no employees and such insurance is not required by state law.

All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. Contractor shall furnish evidence of insurance prior to commencing work under this Contract. The certificate shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

12. **Employment Status:** Contractor shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided, always however, that the services to be provided by Contractor shall

be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

In the event Contractor is subsequently determined to be an employee of County by the Internal Revenue Service, Contractor waives any right to recover employee benefits for the period during which County considered Contractor to be an independent contractor.

13. **Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

14. **Confidentiality:** Because of the nature of information potentially available or accessible to employees of Contractor, County reserves the right to either screen or reject actual or potential employees of Contractor, in County's sole discretion, when County has concerns regarding the ability of Contractor or its employees to maintain the integrity of certain confidential records or to have potential access to such records. If requested by County, Contractor shall provide a list of all employees who will or may be providing services under this Contract.

Contractor acknowledges that services may be performed on premises containing confidential, privileged, sensitive or proprietary documents or information. Contractor shall make all reasonable efforts to safeguard the premises while services are being performed and only employees of Contractor providing services are to be granted access to the premises. Contractor shall not knowingly read, review, copy, disturb or tamper with any information or documentation encountered while services are being performed and any information inadvertently obtained shall be kept confidential by Contractor. Contractor shall comply with all federal, state and local confidentiality laws and regulations.

15. **Non-Assignment of Contract:** Inasmuch as this Contract is intended to secure the specialized services of Contractor, no interest herein may be assigned, transferred, sold, or delegated without the County's prior written consent and any such assignment, transfer, or delegation without prior written County approval shall, in County's discretion, be considered null and void.

16. **Entire Agreement:** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

17. **Covenant:** This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

18. **Severability:** If any provision in this Contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

EXHIBIT A

For Services at: 1312 Fairlane Rd., 311 Fourth St., and 305 Butte St.
Yreka, CA 96097

Scope of Janitorial Services

Cleaning is to be performed after tenant work hours (5:30 p.m.) Monday through Friday or on weekends, unless otherwise agreed upon by both parties.

Janitorial services shall be provided for all unlocked and accessible areas for the above addresses.

Janitorial incumbent must supply all safety and data sheets for chemicals being used and a list of disinfectants.

Governmental Furnished Property

- a. Keys for access to work areas
- b. Alarm code for access to building
- c. Toilet Tissue (2ply), paper towels, hand soap and toilet seat covers
- d. Wastebasket liner in all sizes required
- e. Batteries

Garbage dumpsters or containers will be located on the premises as indicated by the County. Removal of garbage from these dumpsters or containers will be the responsibility of the County. The County will provide power and water necessary to accomplish the work.

Janitorial Contract Furnished Property

- a. Vacuum cleaner
- b. Carpet shampooer and necessary products (as agreed upon by the County)
- c. Cleansers and Disinfectants (as agreed upon by the County)
- d. Mop heads, handles and mop bucket with press
- e. Cleaning rags, dust rags, ladders and necessary hand tools
- f. Safety equipment as required
- g. Non-skid floor wax and stripper compound
- h. Deodorant cakes and holders for all urinals and toilets (and/or flush tank type disinfectant/deodorizer) **MUST BE NON SCENTED**

Work to be Performed Daily

- a. Empty trash receptacles and reline if necessary (both inside and outside containers), clean ashtrays
- b. Disinfect and thoroughly clean restrooms, including all toilet fixtures, sinks, dispensers, mirrors and floor
- c. Sweep floors/stairs, including: entryways, hallways, offices, stairs and elevator
- d. Disinfect all countertops, including conference rooms, training rooms, kitchens, and public areas
- e. Disinfect and thoroughly clean all drinking fountains and handrails
- f. Disinfect and thoroughly clean elevators
- g. Spot vacuum and spot mop
- h. Where applicable, remove shredded paper to appropriate pick up locations
- i. Set building alarm and lock all doors
- j. Keep janitorial closets clean and orderly

Work to be Performed Twice a Week

- a. Thoroughly clean and disinfect kitchens
- b. Vacuum all carpeted areas, including carpeted stairs
- c. Mop hallways and floors
- d. Clean glass doors

Work to be Performed Monthly

- a. Dust all exposed surfaces, including cabinets and window sills

Work to be Performed Twice Per Year

- a. Use approved products to scrub and wax floors, including entryways, hallways, stairs, stair landings, and restroom floors.
- b. Dust all window coverings
- c. Clean vents and louvers
- d. Clean carpets

Work to be Performed As Needed

- a. Replenish all restroom supplies, including filling hand soap dispensers, paper towel dispensers, toilet seat covers, and waste receptacle liners.
- b. Clean all noticeable spots on carpet
- c. Clean interior glass when visibly dirty
- d. Clean trash receptacles

- e. Use approved products to scrub and wax basement floors (Old Courthouse only) – no more than twice per year
- f. Clean light covers
- g. Remove cobwebs

Janitor Employee Standard and Conduct

The County may, in writing, require contractor to remove from the work area any employees the County deems incompetent, careless or otherwise objectionable, or for theft, possession and/or removal of materials, supplies, equipment or any County-owned property.

The Janitor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary actions with respect to his/her employees as may be necessary.

The janitor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official County use.

If any person employed by the contractor shall fail or refuse to carry out the direction of the Building Maintenance Manager, the General Services Project Coordinator or designee, or is disorderly, uses threatening or uses abusive language to any person representing the County, they shall be discharged from the project immediately and shall not be allowed on the premises again without written consent from the Building Maintenance Manager, the General Services Project Coordinator or their designee.

All employees must be 18 years of age or older and must have a mandatory background clearance through the Department of Justice, which will require fingerprinting. Animals are not allowed on the premises.

Security

All Janitors working in said facilities under this agreement will be required to pass a mandatory background clearance conducted through the Department of Justice, which requires fingerprinting. It will be the responsibility of the contractor to pay the cost associated with obtaining the background check for their employees.

Only employees that have been cleared through the Department of Justice are allowed on the premises. No visitors, including children, will be permitted at the worksites during the employee's work hours.

The Janitors shall be required to ensure that all outside and applicable inside doors are locked and all exterior windows are closed and locked both during work and upon departure.

The County will issue keys to the selected company for access to perform the work necessary. All keys to the facilities covered under this contract will remain in a pre-selected location within the facility when janitorial services are not being performed. **No keys will be taken off site.**

Keys shall be accounted for at all times by the Janitor and reported immediately if lost, misused or destroyed. The loss of such keys may require reimbursement for rekeying costs, if required for security purposes.

Inspection

Observation made by County employees may serve as the basis for directed correction, any correction of unacceptable work will be directed in writing.

The Janitor may assume that his/her work is found acceptable unless he/she are informed to the contrary by the County.

Reasons for finding work unacceptable may include, but are not limited to the following:

- a. Visible dirt/marks left on walls, ceilings, floors or windows after performance of scheduled work
- b. Failure to empty wastebaskets
- c. Visible wax build-up or scuffmarks after floor is stripped and re-waxed
- d. Trash or debris on any interior or exterior surfaces or any other litter left
- e. Nonappearance of Janitor to perform scheduled work
- f. Failure to stock restrooms
- g. Noncompliance with Standards and Conduct

EXHIBIT B

JANITORIAL SERVICE SATISFACTION CHECKLIST

For Services at:

1312 Fairlane Rd., 311 Fourth St., and 305 Butte St.
Yreka CA 96097

DAILY (Consistently)

- | | |
|--|---|
| <input type="checkbox"/> Empty all trash receptacles and ashtrays | <input type="checkbox"/> Spot vacuum/mop |
| <input type="checkbox"/> Thoroughly clean and disinfect countertops | <input type="checkbox"/> Remove shredded paper (where applicable) |
| <input type="checkbox"/> Thoroughly clean and disinfect all restrooms | <input type="checkbox"/> Keep janitorial closet clean and orderly |
| <input type="checkbox"/> Sweep floors/stairs/elevators | <input type="checkbox"/> Set building alarm and lock doors |
| <input type="checkbox"/> Thoroughly clean drinking fountains/handrails | |
| <input type="checkbox"/> Return keys to pre-selected location | |

TWICE PER WEEK (Consistently)

- | | |
|--|---|
| <input type="checkbox"/> Vacuum all carpeted areas, including stairs | <input type="checkbox"/> Clean glass doors |
| <input type="checkbox"/> Thoroughly clean and disinfect kitchens | <input type="checkbox"/> Mop all floors (hallway/entryway/restroom, etc.) |

MONTHLY (Consistently)

- Dust all exposed surfaces

TWICE PER YEAR (Date: _____)

- | | |
|--|--|
| <input type="checkbox"/> Scrub and wax all floors | <input type="checkbox"/> Clean vents and louvers |
| <input type="checkbox"/> Dust all window coverings | <input type="checkbox"/> Clean carpets |

AS NEEDED

- | | |
|---|--|
| <input type="checkbox"/> Replenish all restroom supplies | <input type="checkbox"/> Clean light covers |
| <input type="checkbox"/> Clean noticeable spots on carpet | <input type="checkbox"/> Clean trash receptacles |
| <input type="checkbox"/> Clean interior glass when visibly dirty | <input type="checkbox"/> Remove cobwebs |
| <input type="checkbox"/> Scrub and wax basement floor (old Courthouse only) | |

- OVERALL RATING: Satisfactory
 Needs Improvement
 Unsatisfactory

COMMENTS: _____

By: _____

Date: _____

Name of County Department Head