

CONTRACT FOR JANITORIAL SERVICES

This Contract is made and entered into this 11th day of August, 2020, by and between the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "County," and Jones Carpet Cleaning and Janitorial, an independent contractor, hereinafter referred to as "Contractor".

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:

818 S. Main Street, Yreka, CA 96097
2060 Campus Drive, Yreka, CA 96097
525 Main Street, Yreka, CA 96097
1107 Ream Avenue, Mt Shasta, 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", "C", "D", "E" and "F", with the exception of consumable supplies such as paper towels, toilet paper, paper seat covers, urinal cakes, feminine disposal backs. Trash bags, floor stripper and wax, hand sanitizer and soaps.

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", "B", "C", "D", "E", and "F".

4. **Compensation:** County shall pay Contractor at rate of TWELVE THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND NO/CENTS (\$12,274.00) per month, the not-to exceed annually of ONE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED AND EIGHTY EIGHT DOLLARS AND NO/CENTS (\$147,288.00) annually for the services herein agreed to be performed. Total Not to Exceed for the contract of FOUR HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS AND NO/CENTS (\$441,864.00). This compensation shall be made on the last day of the month in which services have been performed.

5. **Term of Contract:** This Contract shall commence on July 1, 2020, and shall terminate on June 30, 2023, 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 "E" 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 "E" 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.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 8/11/2020

COUNTY OF SISKIYOU


MICHAEL KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Decker
Deputy

CONTRACTOR: Jones Carpet Cleaning
and Janitorial

Date: 7-28-20


Joshua R. Jones, Owner

Date: 7-28-2020


Stefanie McDonald, Manager

License No.: 30469 _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. ON FILE

ACCOUNTING:

<u>Fund</u>	<u>Org</u>	<u>Account</u>	<u>Act</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY22-23</u>
1001	103020	714000		\$ 978.03	\$ 978.03	\$ 978.03
2120	501010	714000		\$ 78,219.78	\$ 78,219.78	\$ 78,219.78
2122	401030	714000		\$ 48,677.05	\$ 48,677.05	\$ 48,677.05
2134	401100	714000		\$ 6,357.17	\$ 6,357.17	\$ 6,357.17
2135	401130	714000		\$ 2,915.97	\$ 2,915.97	\$ 2,915.97
2129	401031	714000	163	\$ 10,140.00	\$ 10,140.00	\$ 10,140.00
				<u>\$147,288.00</u>	<u>\$147,288.00</u>	<u>\$147,288.00</u>

If not to exceed, include amount not to exceed: \$441,864.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A

818 S Main - Yreka

Daily Scope of Services

1. Trash
 - a. Remove all trash and replace can liners if needed.
2. Restrooms
 - a. Remove all trash and replace liners
 - b. Clean all stainless steel in the restroom
 - c. Clean mirrors leaving no spots or streaks
 - d. Clean and sanitize inside and out of toilets and sinks (including front and behind)
 - e. Wipe down walls around the toilets and under the soap dispensers
 - f. Refill all paper products
 - g. Clean the vents as needed a min of 1x a week
3. Breakrooms
 - a. Wipe down all tables
 - b. Clean microwaves inside and out
 - c. Resupply paper products if needed
 - d. Clean tops and side of trash cans
 - e. Wipe all counter spaces down (including the wall behind it if needed)
 - f. Clean the whole sink then use stainless shine
 - g. Sweep (including under the tables)
 - h. Mop entire floor
4. Glass
 - a. Clean all glass entry doors inside and out daily
 - b. Spot clean interior glass as needed
5. Flooring
 - a. Spot vacuum carpets daily
 - b. Mop daily
6. TUESDAYS AND THURSDAYS
 - a. Thoroughly Vacuum all offices and halls
 - b. Dust tops of cabinets, baseboards, window ledges, book shelves.
(DO NOT MOVE THE PERSONAL ITEMS)

Semi-Annual Services – Corridor Carpet Cleaning & Vinyl or other Floor Maintenance

Annual Services - Carpet cleaning of all carpeted areas, interior window washing, and window blind washing.

EXHIBIT B

2060 Campus- Yreka

Daily Scope of Work

1. Trash
 - a. Remove all trash and replace can liners if needed.
 - b. Clean tobacco receptacles
 - c. Pick up all loose trash around the outside of the building

2. Restrooms
 - a. Remove all trash and replace liners
 - b. Clean all stainless steel in the restroom
 - c. Clean mirrors leaving not spots or streaks
 - d. Clean and sanitize inside and out of toilets and sinks (including front and behind)
 - e. Wipe down walls around the toilets and under the soap dispensers
 - f. Refill all paper and soap products
 - g. Clean the vents as needed

3. Breakrooms
 - a. Wipe down all tables
 - b. Clean microwaves inside and out
 - c. Clean the coffee pots (exterior)
 - d. Resupply paper products if needed
 - e. Clean tops and side of trash cans (including the wall behind it if needed)
 - f. Wipe all counter spaces down
 - g. Clean the whole sink then use stainless shine
 - h. Sweep (including under the tables)
 - i. Mop entire floor

4. Glass
 - a. Clean all glass entry doors inside and out daily
(Squeegee them on Mondays)
 - b. Spot clean interior glass as needed
 - c. INCLUDING the webs and exterior entry walkway

5. MONDAYS AND WEDNESDAYS
 - a. Thoroughly Vacuum all offices and halls
 - b. Dust tops of cabinets, baseboards, window ledges, bookshelves.
(DO NOT MOVE THE PERSIONAL ITEMS)

6. Stairs
 - a. Vacuum and mop both stairways
 - b. Dust ledges, mirrors, cameras etc.

7. Lights (light bulbs and tubes will be provided by SCHHSA).
(Replace the light bulbs if they are out)

8. Spot vacuum and mop daily

9. Spot vacuum elevator and spot remove prints daily. Once a week completely shine all stainless in elevator and thoroughly vacuum.

Semi-Annual Services – Corridor Carpet Cleaning & Vinyl or other Floor Maintenance

Annual Services - Carpet cleaning of all carpeted areas, interior window washing, and window blind washing.

Exhibit C

525 N. Main - Yreka

1. TWICE PER WEEK:
 - a. Empty all garbage and trash containers.
 - b. Sweep exterior main entrance areas.
 - c. Sweep interior tile floors (offices, hallways, entry and exit)
 - d. Vacuum all office, public area carpets, and entry mats.
 - e. Wipe down any exposed furniture surfaces (counter tops, cabinet faces, tables, desks, etc. Dust other exposed surfaces; however, **do not move articles or papers on desks**).
 - f. Bathrooms: thoroughly clean & sanitize toilets, doors, sinks, mirrors, shelves, cabinet surfaces, sweep and mop floors.
 - g. Manually set building alarm upon leaving the building. Ensure all entry doors are closed and locked when leaving.
 - h. Clean any noticeable spots on carpets (ensure cleaned areas will dry sufficiently before the beginning of the next office shift).

2. MONTHLY:
 - a. Sweep sidewalks.

3. TWICE PER YEAR:
 - a. Dust Window blinds.

4. ANNUALLY:
 - a. Clean inside windows.
 - b. Clean outside windows.
 - c. Clean woodwork, doors and paneling.
 - d. Wet-clean all office carpets (using commercial-style cleaning apparatus).
 - 1) Carpets should be cleaned all at once or in sections allowing at least one day to dry and air out.
 - 2) Furniture may remain in place during cleaning; staff will be informed to pick up chairs, paper, etc.

5. AS NEEDED:
 - a. Remove cobwebs throughout building interior and at exterior entrances.
 - b. Clean glass entryway doors and windows.
 - c. Change light tubes or bulbs when burned out (light bulbs and tubes will be provided by SCHHSA).
 - d. Clean garbage/trash receptacles.

Semi-Annual Services – Cleaning of Vinyl or other Floor Maintenance

Annual Services - Interior window washing and window blind washing.

Exhibit D

1107 REAM – MT. SHASTA

Daily Scope of Work

1. Trash
 - a. Remove all trash and replace can liners if needed.
 - b. Clean tobacco receptacles
 - c. Pick up all loose trash around the outside of the building

2. Restrooms
 - a. Remove all trash and replace liners
 - b. Clean all stainless steel in the restroom
 - c. Clean mirrors leaving not spots or streaks
 - d. Clean and sanitize inside and out of toilets and sinks (including front and behind)
 - e. Wipe down walls around the toilets and under the soap dispensers
 - f. Refill all paper and soap products
 - g. Clean the vents as needed

3. Breakrooms
 - a. Wipe down all tables
 - b. Clean microwaves inside and out
 - c. Clean the coffee pots (exterior)
 - d. Resupply paper products if needed
 - e. Clean tops and side of trash cans (including the wall behind it if needed)
 - f. Wipe all counter spaces down
 - g. Clean the whole sink then use stainless shine
 - h. Sweep (including under the tables)
 - i. Mop entire floor

4. Glass
 - a. Clean all glass entry doors inside and out daily
 - b. Spot clean interior glass as needed
 - c. **INCLUDING the webs and exterior entry walkway**

5. MONDAYS AND WEDNESDAYS
 - a. Thoroughly Vacuum all offices and halls
 - b. Dust tops of cabinets, baseboards, window ledges, bookshelves.
(DO NOT MOVE THE PERSIONAL ITEMS)

6. Stairs
 - a. Vacuum and mop both stairways
 - b. Dust ledges, mirrors, cameras etc.

7. Lights (light bulbs and tubes will be provided by SCHHSA)
(Replace the light bulbs if they are out)

8. Spot vacuum and mop daily

Annual Services - Carpet Cleaning & Vinyl or other Floor Maintenance, interior window washing, and window blind washing.

Exhibit E

JANITORIAL SERVICE SATISFACTION CHECKLIST

For Services at:

Trash _____

Restrooms _____

Breakrooms _____

Glass _____

Flooring _____

Semi-Annual Service _____

Annual Services _____

OVERALL RATING _____ Satisfactory

_____ Needs Improvement

_____ Unsatisfactory

COMMENTS:

By: _____

Date: _____

Facilities Department Coordinator

P: – TBD C: – TBD

EXHIBIT F

818 S Main Street:

2120-501010-714000 = \$56,184.00

Total 818 = \$56,184.00

2060 Campus Drive:

1001-103020-714000 = \$978.03

2120-501010-714000 = \$22,035.78

2122-401030-714000 = \$28,085.05

2134-401100-714000 = \$6,357.17

2135-401130-714000 = \$2,915.97

Total 2060 = \$60,372.00

1107 Ream Ave, Mt:

2122-401030-714000 = \$20,592.00

Total 1107 = \$20,592.00

525 Main Street (Wellness Center):

2129-401031-714000-163 = \$10,140.00

Total 525 = \$10,140.00

NTE Yearly Amount of \$147,288.00

FY 20/21 NTE = \$147,288.00

FY 21/22 NTE = \$147,288.00

FY 22/23 NTE = \$147,288.00

Total NTE = \$441,864.00