



RESOLUTION No. 20-523

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A RENEWAL PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND PRIDE INDUSTRIES ONE, INC., FOR JANITORIAL SERVICES AT VARIOUS COUNTY FACILITIES IN AN ANNUAL NOT TO EXCEED AMOUNT OF \$250,000 FOR THE PERIOD NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021

WHEREAS, Facilities Management oversees Janitorial Operations for all County facilities and the Nevada County Purchasing Agent and Auditor/Controller have determined the most efficient way to procure and process payments for janitorial services on behalf of all departments is through one professional services contract; and

WHEREAS, a Professional Services Contract was approved and executed through Resolution 19-580 with PRIDE Industries for the period November 1, 2019 through October 31, 2020 that allows the County to extend the term of the agreement for two additional one-year periods; and

WHEREAS, PRIDE has performed these services satisfactorily and County staff recommends renewing the service agreement; and

WHEREAS, this contract will provide services for the period November 1, 2020 through October 31, 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Nevada, State of California:

1. Approves and the Board Chair is authorized to execute the renewal of the Professional Services Contract for janitorial services at various County facilities on behalf of Nevada County with PRIDE Industries One, Inc., for an annual not to exceed amount of \$250,000 for a term beginning November 1, 2020 through October 31, 2021.
2. Authorizes the Purchasing Agent to encumber the contract and to make change orders to this contract up to an aggregate increase of ten percent (10%) as may be necessary to change the level or schedule of service to meet the needs of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 15th day of December, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

12/15/2020 cc: Facilities*
AC*(hold)

12/21/2020 cc: Facilities*
AC*(release)
PIO, Inc

Administering Agency: Nevada County Facilities Management

Contract No. _____

Contract Description: Janitorial Services-Variou Locations

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made at Nevada City, California, as of November 1, 2020 by and between the County of Nevada, ("County"), and **PRIDE Industries One, Inc.** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000).**
3. **Term** This Contract shall commence on November 1, 2020. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: October 31, 2021.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party, which approval shall not be unreasonably withheld.. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records relating to this Contract and the attached Scope of Work available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.

23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

28. **GENERAL REQUIREMENTS**

28.1 **Janitorial Opportunity Act**

Contractor must comply with the Displaced Janitor Opportunity Act. [Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code] The Displaced Janitor Opportunity Act requires janitorial and building maintenance contractors and subcontractors that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at a given site by the previous contractor or subcontractor. This Act further requires that employees retained under the Act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

28.2 Facilities, Equipment and Other Materials, and Obligations of County. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract except those specified in Exhibit A-Section 3

28.3 **Normal Hours and Days of Custodial Services**

Contractor shall perform the required maintenance service per the facility schedule as stated in Exhibit A-Section 4 of this contract. Any modification in the hours and days of maintenance services as stated in the Contractor's Service Schedule is subject to approval by the County.

28.4 **Service Schedules**

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the County's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar and relative to the Service schedule by Location (Exhibit A-Section 4.)

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County representative(s) for review and, if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At a minimum, the contractor will dedicate an account representative to meet monthly with County staff to review level of service and scheduling status. This meeting may be scheduled for specific sites or at County offices on a reoccurring monthly basis. At the discretion of County staff, meetings between the Contractor and the County representative(s) may be scheduled at any time within in a five (5) day notice period to determine progress and address any changes in schedules, problem areas, etc.

28.5 Vandalism and Repair of Damage

Contractor shall report any damage to County property, including but not limited to, vandalism, acts of God, and third-party negligence, to the County representative.

If the Contractor, its employees or subcontractors cause damage to any County facility then the Contractor shall repair such damage at its own cost within forty-eight (48) hours. If the repairs are not made within the forty-eight (48) hour period and if no extension has been granted by the County, then the County may either terminate this Contract or make repairs or cause the repairs to be made by a third party and charge the Contractor one hundred fifty percent (150%) of the cost of said repairs.

28.6 Periodic Project Inspections

At least once per month, or more often if requested by the County, the Contractor or its representative will walk the project with the County's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

28.7 Cal-OSHA Requirements

The contractor shall comply with all provisions of the California Occupational Health and Safety Act, taking all precautions in the performance of the service to prevent injury to persons and property.

28.8 Environmental Requirements

Contractor shall conduct all aspects of its operation in compliance with all local, state and federal laws and regulations.

28.9 Accident Reporting

Contractor shall immediately notify the designated County representative(s) of any accident occurring on County property, regardless of whether or not injury or damage is evident, involving the public and the Contractor's staff, vehicles, and/or equipment. Contractor shall provide all written reports and/or documentation requested by the County.

28.10 Response Time

Supervision shall be immediately available at all times contractor employees are working on sites and must be available 24 hours a day via fax, telephone, E-mail or pager and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

28.11 Contractor Employee Training

Contractor must provide a list of annual training they provide to their employees and must keep list updated.

28.12 Management and Supervision

The Contractor shall provide fully trained and qualified personnel. The County will not supervise the Contractor's supervisors or employees.

It is the responsibility of Contractor's executive, management, and supervisory staff to oversee the activities of its staff, throughout the range of its activities.

The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be knowledgeable of this Contract and its time lines. An outline of the task requirements, schedule, and time lines for each site shall be kept with each crew. If any task cannot be thoroughly completed within the Contract schedule time line, the County shall be immediately notified.

Contractor shall inspect and identify any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon, and shall immediately notify the County representative(s) of any unsafe or undesirable condition(s).

If needed, the Contractor shall assist the public by summoning emergency assistance while at the site. The Contractor shall cooperate fully with County in the investigation of any injury or death occurring at any site, including a complete written report.

28.13 Deficiency Notice Procedures

Deficiencies will be verbally stated, documented, and presented to the Contractor. The Contractor shall respond and remedy deficiencies within twenty-four (24) hours. The Contractor shall provide a plan to remedy the stated deficiencies to prevent future occurrence within 48 hours, Contractor will be responsible for providing follow-up documentation. Contractor supervision is responsible for re-inspection of problem areas before notifying the County the problem has been resolved. If the County finds the problem has not been resolved, then the County shall charge the Contractor for all costs associated with the re-inspection, including but not limited to, travel and labor.

Contractor's management team must be available for face-to-face meetings called by the County within forty eight (48) hours of notification.

Failure to resolve the problem will result in a written vendor report seeking a written response from the contractor's management outlining a permanent resolution to the problem. Patterns of complaints, which may indicate the Contractor's failure to adequately staff, train and supervise, shall cause a face-to-face meeting with the highest level of the Contractor's management deemed necessary by the County in order to clarify the Contractor's obligations and produce a written work plan and time frame for remedying the deficiencies.

Repeated deficiencies will result in one or all of the following:

- a. Payment deductions to the Contractor for services not performed per Contract where County had a substitute service.
- b. Termination of selected contracted service area(s) because of Contractor's continued failure to perform in the designated areas.
- c. Contract termination for failure to perform.

28.14 Failure to Complete Scheduled Tasks or Meet Performance Standards

Failure to complete scheduled tasks or meet performance standards are tracked by the County. The County reserves the right to determine what, if any, remediation action shall be taken at the time the infraction is discovered. Action may include but is not limited to payment deductions from the current months invoice for the areas involved. The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover a portion of County costs due to the failure of the Contractor to complete or comply with the provisions of this Contract.

28.15 Right to Audit

This order shall be subject to the examination and audit of the Auditor General of the State of California, County auditors, and other designated County Officers, for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract and any pertinent transactions, activity, time card, or other records relating to the work.

28.16 Employer Provided Uniforms

Contractor shall provide each of its employees with new uniforms that identify them as custodial staff. Uniforms must be professional in appearance, un-tattered, and maintain consistent color selection.

28.17 Contractor's Equipment

The on-site supervisor shall ensure that all Contractor-supplied equipment maintained and in good working order. Any damaged or equipment in need of repair shall be removed from site. Contractor shall be responsible for any damage to the site caused by faulty equipment.

28.18 Protection of County Equipment, Facilities and Structures

Contractor shall exercise due care to protect all existing equipment, facilities, structures, and utilities (above and underground). Any damage to County property due to Contractor neglect shall be paid for by the Contractor. Any damage to property or other problems shall be reported immediately to the County.

28.19 Site Inspection

By submitting a bid, Contractor acknowledges that the Contractor has made a personal inspection of each site and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor acknowledges that the regular completion of services hereunder will result in a gradual upgrading of the areas maintained, regardless of the present condition. Bids should be based on the standard upkeep of each area and not reflect any perceived renovation work needed.

Any substandard areas can be noted and reported to County staff for the purpose of documenting pre-existing conditions. At the beginning of the Contract period, County will identify and verify in the field with Contractor(s) areas where substandard conditions exist. Documentation should include photos and/or video along with written reports describing conditions. It should also include notation of the strategy to be used to bring area up to standards. Inspection criteria will be modified in those areas until County, at its cost, completes renovation or rehabilitation. The Contractor will be expected to maintain the identified substandard areas at a level that prevents further deterioration and supports the County's rehabilitation efforts.

28.20 Maintenance Function / Inspection Reports

Contractor will develop a checklist for each facility, showing areas cleaned, date completed and who performed the service. These checklists shall be kept in the custodial closet in each facility and be available for review by County at any time.

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work was completed at each site. Required site inspection reports shall be completed and submitted as required. Said reports shall be in a form and content acceptable to the County and must be submitted to the County as scheduled. The County reserves the right to withhold its monthly payment to Contractor until it has received and approved such reports.

28.21 Locks and Keys

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued or used by the County to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the County Contract Administrator immediately after discovery of the loss. The Contractor shall reimburse the County for the total cost, as determined by the County, of replacing the lock, re-keying the site or duplicating additional keys.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the County. The Contractor shall reimburse the County for the total cost, as determined by the County for the total cost of keys not returned.

28.22 Construction / Maintenance Equipment Vehicles

The Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment. Contractor shall repair or replace, immediately, all equipment deemed by County to be unsafe, irreparable or in unsatisfactory condition.

28.23 Protection of Existing Sites and Structures

The Contractor shall exercise due care in protecting from damage all existing sites, structures and utilities both above surface and underground on the County's property. Any damage to County property deemed to be caused by the Contractor's negligence or failure to use due care shall be corrected or paid for by the Contractor at no cost to the County.

If the County requests or directs the Contractor to perform work in a given area, Contractor shall verify and locate any utilities and equipment affected by the work. This does not release the Contractor's duty to take reasonable precautions when working in these areas. Any damage or problems shall be reported immediately to the County.

28.24 Additions / Deletions

The County reserves the right upon written notice to Contractor to make additions, deletions, revisions and/or otherwise modify the Scope of Services, including additions and deletions of locations serviced by the Contractor.

29. SPECIAL SECURITY CONDITIONS

29.1 Contractor shall complete an applicant fingerprint live scan for the Nevada County Sheriff's Department for all workers that will come onto a County-maintained building operated by the

District Attorney, Probation, Child Support and Nevada County Sheriff's Office. Information captured includes, but is not limited to, the following:

- a. Name: First, middle and last
- b. Date of birth
- c. Current drivers license number
- d. Home address

Additionally, the Contractor will provide:

- e. All employee contact phone numbers on file with employer

This live scan submittal shall be delivered to the Nevada County Sheriff's Office either in person, or through electronic submittal from another live scan providing agency within seven (7) calendar days of contract award. At the discretion of the Contract Administrator, workers who have been previously incarcerated in the Nevada County Jail system and/or have a criminal record may be barred from performing work on the secured facilities.

- 29.2 Verbal or written communication (including telephone communication) with inmates is not permitted. Failure to comply with this requirement will be cause to ban individual workers from the facility site.
- 29.3 Contractor's equipment shall be kept in locked construction boxes when not being used or monitored by Contractor's workers. Equipment will be checked in and out of the secured perimeter of each facility. All workers are responsible for their tools and no tools are to be made available to any inmate. Equipment and supplies left overnight shall be moved outside of the secured perimeter and stored in a location approved by County staff. The County shall not be responsible for any tools or supplies.
- 29.4 Weapons, guns and knives shall not be allowed on the facility site or in vehicles parked on the County property. The Contractor shall be responsible for notifying all workers of this requirement.
- 29.5 Alcoholic beverages shall not be allowed on the facility site or in vehicles parked on the County property. The Contractor shall be responsible for notifying all workers of this requirement.
- 29.6 All of the Contractor's workers shall comply with the County's regulations regarding tobacco use. The Contractor shall be responsible for notifying all workers of this requirement.

30. NOTIFICATION

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:
Facilities Service Center
10014 N. Bloomfield Road
Nevada City CA 95959
Nevada County Facilities Management
Attn: Justin Drinkwater
Phone: Cell 530-362-2288
Office 530-470-2637

CONTRACTOR:
PRIDE Industries One, Inc.
10030 Foothills Blvd.
Roseville, CA 95747
Pride Industries One, Inc.
Attn: Laurel Petersen
Phone: 916-788-2362

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: Heidi Hall

Date: 12/15/2020

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: Julie Patterson Hunter
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form - County Counsel:

By: KL Elliott

Date: 12/18/20

CONTRACTOR: PRIDE Industries One, Inc.

By: Jack Jackman

Date: 30 NOV 2020

Name: JACK JACKMAN

* Title: Vice President of Contracts

By: _____

Date: _____

Name: _____

* Title: Secretary

**If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Schedule of HIPAA Provisions

EXHIBIT A

SCHEDULE OF SERVICES

Contractor shall provide professional cleaning services defined below in sections 1-4 for the County of Nevada at various office locations as defined below in Section 4. County may add and/or delete locations, or change the frequency of the services during the Contract period. A change order will be issued with a two-week notice. Price adjustments due to changes in the scope of work shall be negotiated and are acceptable only if agreed upon in writing by both parties.

The specific services required and the frequency of service to be provided varies by location. The minimum requirements expected to be performed by the contractor are described in this section.

1. CLEANING PRODUCTS AND EQUIPMENT

The Contractor shall provide all cleaning products and equipment. Contractor shall use "Green" or "Environmentally Friendly" cleaning products which are ammonia and fragrance free.

1.1 All cleaning equipment shall be kept in maintained condition. Vacuum cleaner bags and filters shall be high quality and changed as required by the vacuum manufacturer. Mops and buckets shall be kept clean and replaced as necessary.

1.2 No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor coverings, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned.

1.3 Contractor is responsible for providing Safety Data Sheets (SDSs) for all cleaning products used to clean County buildings. SDSs shall be provided to Contract Administrator and copies supplied to each custodial closet.

1.4 All cleaning and paper products shall be approved before use in County facilities.

2. SERVICE EXPECTATIONS

2.1 General Cleaning of all Areas

- Trash and recycling shall be emptied and removed to designated disposal area.
- Wastebaskets shall be free of stains and odors.
- New liners will be installed when wet or torn and never re-used in Lab and Clinic areas.
- All boxes, cardboard, and trash placed in hallways that has been properly marked as trash shall be removed and taken to designated pick up areas.

2.2 Glass

- All entry door glass, door framing and surrounding glass, and glass-walled hallways, up to six feet, shall be free of all foreign matter such as handprints, spittle, tape, stickers, etc.,

2.3 Entry Mats

- Entry mats shall be free of all foreign matter including gum and staples.

- Mats that are fraying, bunching, or otherwise misshaped shall be removed, replaced with mat which poses no safety hazard, and reported to County representative.
- 2.4 Drinking Fountains, Sinks, Washbasins, Eye Wash Stations**
- Clean and disinfect all surfaces
 - Once the surface is free of stains and water marks, polish can be applied.
 - Drinking fountain shall be free of foreign accumulations such as hard water deposits, water marks, gum, etc. around orifices, facades, vent panels, triggering device, and drain.
- 2.5 Fire Extinguishers**
- Fire extinguishers shall be free of dust.
 - If fire extinguisher is in an enclosure, enclosure shall be free of all forms of litter and free of all foreign matter on the exterior.
- 2.6 Wall Surfaces**
- Walls shall be dusted and spot cleaned as needed.
 - Any form of foreign debris shall be removed from woodwork, marble walls, doors, and glass partitions.
- 2.7 Dusting**
- Cubicles and files tops of desks, windowsills, file cabinets, tables, chairs, bookcases, picture frames, wall and door vents, and counter tops shall be free of dust, handprints, water rings, splash, scuff, marks. At no time shall items which have been placed on said surfaces be moved.
 - All glass tabletops and glass doors on bookcases shall be dusted.
 - Lobby upholstered and non-upholstered furniture including chair rungs and legs will be dusted and spot cleaned. Furniture that is properly cleaned and dusted will be free of dust, hair, foreign residue, lint, and cobwebs.
- 2.8 Telephones**
- Public phones shall be free of all foreign matter.
- 2.9 Marker Boards**
- Marker board trays which hold pens and cleaning devices shall be free of all lint, dust, and any other foreign matter.
- 2.10 Hard Floors**
- Contractor is required to utilize "wet floor" signs when using liquid on a non-carpeted floor.
 - Hard floors shall be swept with a treated, non-petroleum based, dust mop.
 - All dirt, dust, soil, heel marks, stains, streaks, film, standing water, splash marks, litter, and foreign matter shall be removed from entire floor surface, including comers, underneath chairs, desks, trash receptacles, easily movable items, and abutments.
 - All hard floors including comers, edges, thresholds, under chairs, tables, desks, and counters, shall be wet moped and free of all foreign matter.
- 2.11 Wood Floors**
- Special care and maintenance is required for wood floors and instructions will be provided by the County per the manufacturer.
- 2.12 Carpeted areas**
- All carpets shall be vacuumed thoroughly according to schedule.
 - Carpeted surfaces will be free of all dust, dirt, and litter, including under chairs, counters, along walls, behind doors, etc.

- Any tears, burns, or unraveling shall be brought to the attention of the County representative.
- 2.13 Finished Work**
- Before leaving an assigned area, all appropriate doors/windows will be closed and/or locked.
 - All lighting found "on" in cubicle areas, conference rooms, or offices which are not on sensor activated lighting will be turned off before work will be declared "finished".
- 2.14 Conference Rooms**
- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for conference rooms.
 - All debris, handprints, and spills found on table tops and chairs shall be removed.
 - All marker boards, trays shall be wiped free of all foreign matter.
 - Chairs shall be organized in an orderly fashion.
- 2.15 Stairways, Lobbies, Corridors, Elevators and Hallways**
- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for stairways, elevators, lobbies, hallways and corridors.
- 2.16 Stairways.**
- Stairways shall be swept and/or vacuumed when scheduled, then wet mopped when needed to remove spills.
 - Stairways, including comers and edges of steps, landing, walls and underneath handrails shall be free of hand prints, dust, and other foreign matter.
 - Marks on steps and risers shall be removed.
 - Handrails shall be cleaned and all ledges dusted weekly.
- 2.17 Elevators**
- Elevator cabs including key pads, walls, floor, and inside and outside of doors shall be free of all foreign matter including : hand prints, heel marks, posted advertisements, tape, spills, gum, etc.
 - Floors shall be swept and mopped or vacuumed, and shall be free of foreign matter.
 - Thresholds shall be cleaned and free of any dirt in tracks.
- 2.18 Lobbies, Hallways and Corridors**
- All windows in corridors, hallways, and lobbies shall be spot cleaned so that they are free of foreign debris.
- 2.19 Cafeterias, Lunch Rooms, Classrooms, and Vending Areas.**
- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for cafeterias, lunch rooms, classrooms, and vending areas.
 - Counter tops and sinks, table tops and chairs shall have all debris, handprints, and spills removed.
 - Chairs and tables shall be organized in an orderly fashion.
 - Waste receptacles in cafeterias, lunchroom, and vending areas must be thoroughly wiped clean and a new trash can liner installed, to contain odors and the growth of microorganisms.
- 2.20 Rest Rooms (Public and Private).**
- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for restrooms.
 - Sanitary napkin containers shall be empty and clean and liners replaced.
 - Soap, hand towels, toilet tissue, seat cover dispensers shall be refilled/restocked as appropriate.

- All dispensers shall be wiped clean from top to bottom, as well as underneath.
- All dispensers shall be free of hand prints, stickers, or any other foreign matter.
- Restroom fixtures including sinks, toilets, toilet seat, urinals, mirrors, countertops and all dispensers, partitions, and waste receptacles will be sprayed with a disinfectant and wiped clean.
- All surfaces should be free of splash, soap scum, stickers, paint, graffiti and all foreign matter. Graffiti that cannot be removed with the standard approved cleaning materials should be reported to the County Representative.
- Every other day, pour one quart of warm water diluted with disinfectant down all floor drains.
- Restroom floors will be damp mopped with disinfectant and, upon completion, all lights shut off (if after hours and not automatic)
- All vandalism, plumbing, electrical problems, or any other item requiring attention shall be reported to the County Representative.
- Sanitary napkin dispensers shall be stocked, and coins retrieved from all sanitary napkin dispensers except as directed by County Representative.

2.21 Shower and Locker Rooms

- In addition to the cleaning requirements listed in General Cleaning (section 2.1)
- Specific cleaning is required for shower and locker rooms.
- Air Vents shall be dusted weekly.
- Lockers, including top and fronts, shall be dusted and free of debris.
- All seating wiped down and free of handprints and debris.
- Showers shall have all surfaces found within a shower including fiberglass, tile, chrome, stainless steel, and shower curtain, shall be sprayed with a disinfectant and wiped clean. Upon completion, all surfaces will be free of all soap scum, body oils, mineral deposits, odors, and consistent in coloration.
- Shower Floor non-skid surfaces, including non-skid floor tape, will be free of any discoloration.

2.22 Other Work as Requested

- County shall from time to time request "tag jobs" on an as-needed, hourly basis. Work may include, but is not limited to services as defined with in this section at new locations, more detailed cleaning than is required by this contract, construction cleanup, tag jobs, or window washing.

3. MATERIALS PROVIDED BY THE CONTRACTOR

All materials will be provided by the CONTRACTOR at no additional costs beyond the amount for services stated for each location in Exhibit B. However, should the County experience an Out of Stock occurrence, the COUNTY will provide a sufficient amount of materials to ensure supply amounts are able to be filled during the Out of Stock event.

Periodically the County and Contractor will analyze supply amounts/usage to ensure appropriate purchasing levels are being met at the correct cost. Should there be cause for price adjustments due to changes in supplies, service cost by location shall be negotiated and are acceptable only if agreed upon in writing by both parties.

4. WORK LOCATIONS AND SCHEDULE

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed below. All work is to be

performed during hours as defined below for each location. Contractor shall in no way interfere with the normal work of building occupants.

4.1. Madelyn Helling Library

980 Helling Way, Nevada City, CA 16,689 sq ft. Including Community Room and Collaborative Center (CTC)

Service: Monday, Wednesday, Thursday, and Saturday

Time: between 7:30 pm and 8:00 am

Other Notes: Site Specific cleaning tasks as follows:

- Vacuum outside the traffic areas.
- Lobby flooring –floor mopping and vacuuming area rugs located in the lobby
- Wipe down the tables, chairs and window seating located in lobby.
- Gene Albaugh Community Room – every visit cleaning
- Front door, lobby door windows and children’s room door windows – Every Visit
- Dust shelving monthly
- Clean off mouse and computers in kids room and CTC (the public computers)
- Clean sink in children’s room and staff kitchen regularly
- Check the toilet paper and soap dispensers **every** visit. Restock if needed
- Wipe down all the tables and chairs located in the public library spaces as needed.

4.2. District Attorney

110 Union St, Nevada City, CA - 5,991 sq ft

Service: Monday and Thursday

Time: During Business Hours

Any Special Escort Parameters: Janitorial can only service this facility during business hours as County staff must be present during cleaning

Background Check Parameters: See section 29

4.3. Probation

109-1/2 North Pine St, Nevada City, CA - 12,436 sq ft

Service: Monday and Thursday

Time: During Business Hours

Any Special Escort Parameters: Janitorial can only service this facility during business hours as County staff must be present during cleaning

Background Check Parameters: See section 29

4.4. Public Defender

109-1/2 North Pine St, Nevada City, CA - 12,436 sq ft

Service: Monday and Thursday

Time: After 5:00 p.m.

Background Check Parameters: See section 29

4.5. Grass Valley Library

207 Mill St., Grass Valley, CA - 5,961 sq ft

Service: Monday, Wednesday, Thursday, Saturday

Time: between 7:30 pm and 8:00 am

Other Notes: Site specific cleaning tasks as follows:

- Vacuum outside the traffic areas.
- Lobby flooring –floor mopping and vacuuming area rugs located in the lobby
- Wipe down the tables, chairs and window seating located in lobby.
- Wipe down all the tables and chairs located in the public library spaces as needed.

- 4.6. Crown Point Facility**
500 Crown Point Circle, Grass Valley, CA - 17,900 sq ft
Service: Tuesday, Thursday, and Saturday
Time: 4-5 PM for escorted items, after 5pm for general cleaning areas
Any Special Escort Parameters: Janitorial can only service certain staff offices and records rooms during business hours due to escort requirements.
Background Check Parameters: See section 29
- 4.7. Brighton Greens Resource Center**
980 McCourtney, Grass Valley CA - 20,000 sq ft
Service: Tuesday, Thursday, and Friday
Time: 4-5 PM for escorted items, After 5pm for general cleaning areas
Any Special Escort Parameters: Janitorial can only service certain staff offices and records rooms during business hours due to escort requirements.
Background Check Parameters: See Section 29
- 4.8. Doris Foley Library**
211 N. Pine St, Nevada City, CA
Service: 1 day a week, Non-Specific
Time: Non-Specific
Other Notes: Clean bathrooms 1 day a week. Clean floors minimum of 1 per month
- 4.9. Grass Valley Veterans Building**
255 South Auburn Street, Grass Valley CA
Service: Monday and Friday
Time: Mornings 8:00 am
Service Notes: Restrooms, lobbies, Farm Office, and Remembrance Room.
Other Notes: Special Event Clean up, Restrooms, trash, litter, Gym Floor, as needed per events. Service will not be required when building is used as a COVID testing site.
- 4.10. Penn Valley Library**
11336 Pleasant Valley Rd., Penn Valley, CA - 1,365 sq ft
Service: Tue and Friday
Time: after 2:30pm
Notice: this site will move to another office suite in the same complex, estimated March of 2020. Size is 2,800 sq ft.
- 4.11. Truckee Joseph Center**
10075 Levone Ave. Truckee, CA – 23,700 sq ft
Service: Monday, Wednesday, and Friday
Time: During Business Hours for DA and Probation areas
Any Special Escort Parameters: Janitorial can only service the DA and Probation offices during business hours as County staff must be present during cleaning
Background Check Parameters: See section 29
Other Notes: Other office such as health rooms can be cleaned after business hours.
- 4.12. Truckee Library**
10031 Levone Ave. Truckee, CA – 5,100 sq ft
Service: Monday, Wednesday, Friday and Saturday
Time: After 6:00 pm

4.13. Truckee Government Center

Board of Supervisors Office and Restrooms
Truckee Government Center
10879 Donner Pass Rd Truckee, CA - 1,134 sq ft
Service: 1 day per week- Time: Flexible

4.14. Nevada County Operations Center (NCOC)

1235 LaBarr Meadows Road, Grass Valley, CA 95559 – 7,500 sq. ft.
Service: Tuesday, Thursday, and Friday
Time: After 5:00 pm

Services Required

Restroom Services

Daily Restroom Services

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and sanitize all floors to a clean, sanitary lustrous appearance,
- d. Wash all walls and partitions in immediate area of toilets
- e. Empty waste receptacles
- f. Replenish all dispensers to full (leaving extras) to cover until next Custodial visit
- g. Trash and Recycle shall be taken to the exterior Waste Management Trash containers at each visit.

Monthly Restroom Services

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Remove stains around fixtures

Office and Common Area Services

Daily Common Area and Office Services

- a. Clean and sanitize all countertops and tabletops
- b. Dust cases, pictures and fire extinguishers
- c. Vacuum and Wet mop all floors to a lustrous appearance; may need degreaser to remove oil/grease spots.
- d. Clean, sanitize and polish drinking fountain
- e. Wet wipe handrails
- f. Empty waste receptacles
- g. Remove all cobwebs as needed
- h. Empty all outside trash, ashtrays and cigarette butts in entrance/exit areas
- i. Sweep entrances and clean entrance mats
- j. Wet Wipe door knobs on entrance and interior doors
- k. Trash and Recycle shall be taken to the exterior Waste Management Trash containers at each visit.

Weekly Common Area and Office Services

- a. Vacuum carpeted areas thoroughly
- b. Vacuum and Wet mop all floors to a lustrous appearance; may need degreaser to remove oil/grease spots.
- c. Remove all cobwebs as needed
- d. Clean Glass on interior doors

Monthly Common Area and Office Services

- a. Spot clean walls

- b. Clean windows and window sills
- c. Clean all ceiling and wall mounted HVAC vents
- d. Clean, sanitize door knobs on entrance and interior doors
- f. Dust mini blinds

4.15. Elections Warehouse

333 Crown Point Circle, Suite 100, Grass Valley

Service: Per visit pricing, this is a seasonal operation

4.16. Dispatch and Juvenile Hall

15434 Highway 49, Nevada City – 1,800 sq. ft.

Service: 3 days per week

Time: to be determined

Any Special Escort Parameters: During business hours as County staff must be present during cleaning. Background Check Parameters: See section 29

Notes: Service may not be required until Spring of 2021 when relocation and construction is complete.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

1. **Payment.** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth herein Exhibit B. The payment specified herein shall be the only payment made to Contractor for services and supplies rendered pursuant to this Contract. Payment shall remain firm through the initial Contract term. Contractor shall submit all billings for said services to County in the manner specified herein (Exhibit B). **The amount of the contract shall not exceed the annual amount of Two Hundred Fifty Thousand Dollars, (\$250,000)**
2. **Options to Renew/Extend.** County shall have the option to further extend the term of this Contract for two (2) additional one (1) year periods. County shall provide Contractor with at least sixty (60) days advanced written notice of its intent to renew the term of this Contract. All terms and conditions of the original Contract shall apply during each renewal term.
3. **Payment Escalation.** Annual payments may be increased by three percent (3%) to the previous term's payment amount or based on the percentage change in the Producer Price Index (PPI), PRODUCER PRICE INDEX – California, for "Industry Data"- Janitorial Services, up to a maximum increase of, whichever is lesser.
4. **Invoices and Payment Terms.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date a correct invoice is received in the office specified in the contract.
5. **Invoices:** Invoices shall be submitted monthly to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County Contract Administrator (s).
Submit all invoices to: Nevada County Facility Maintenance Division
Attn: Carol Babson
10014 N. Bloomfield Rd.
Nevada City, CA 95959
6. **Payment Schedule:** The payment term shall begin on the date a correct invoice is received by the Facility Maintenance Division. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

Payments shall be made to Contractor within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Services and all attached exhibits.

Nevada County Custodial Year 2			
	Location	Square Feet	Monthly Cost November 2020 - October 2021
Location #1 All Libraries	Helling Library	16,689	\$2,498.35
	Grass Valley Library	5,961	\$1,173.62
	Penn Valley Library (1,365 sq. ft.)	1,365	\$217.64
Not to be billed until late 2020	Penn Valley Library (2,800 sq. ft.)	2,800	\$468.60
	Foley Library	6,000	\$426.89
Total Cost Location #1		32,815	\$4,785.10
Location #2	Brighton Greens	20,000	\$2,780.47
Total Cost Location #2		20,000	\$2,780.47
Location #3	Crown Point	17,900	\$1,636.59
Total Cost Location #3		17,900	\$1,636.59
Location #4 All Court Operations	District Attorney	8,175	\$734.26
	Probation	12,436	\$867.35
	Public Defender	1,250	\$695.43
Service not required until Spring 2021	Dispatch and Juvenile Hall	1,800	\$640.63
Total Cost Location #4		23,661	\$2,937.67
Location #6	Grass Valley Veterans Building	2,000	\$581.84
Additional Services As Needed	Special Event Cleanup, weekends: Gym floor cleaning, restrooms, trash, lobby and other public areas as needed, based on condition of site.		
No service required when building used for COVID Test Site	2 hour rate		\$68.62
	4 hour rate		\$137.25
	6 hour rate		\$205.87
Total Cost Location #6		2,000	\$581.84
New Location as of 7/7/2020	Nevada County Operations Center	7,500	\$1,132.55
Total Cost Location #7		7,500	\$1,132.55
Eastern Locations	Truckee Library	5,100	\$1,236.23
	Truckee Joseph	23,700	\$2,786.76
	Truckee Sheriff	1,134	\$257.69
	Truckee Courthouse	5,344	\$436.26
Total Eastern Locations		35,278	\$4,716.94
Additional Services As Needed	Interior Window Cleaning per pane (10 Pane min.)		\$5.00
	Exterior Window Cleaning per pane (10 Pane Min)		\$7.00
	Carpet Cleaning per sq. ft. (\$75 min.)		\$0.15
	Tile Cleaning per sq. ft. (\$75 min.)		\$0.25
	Elections Warehouse (Per event)		\$150.00
Total For ALL Locations		139,154	\$18,571.16
Annual Total			\$222,853.92

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract 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 by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance 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. **(Not required if contractor provides written verification it has no employees).**

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or 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.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the 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 both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or 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 affect 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.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
 - (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
 - (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
 - (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
 - (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - (x) **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. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
 - (xi) **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.
 - (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
 - (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator

EXHIBIT D

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.

10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

SUMMARY OF CONTRACT

PRIDE Industries One, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Janitorial Services-Variou Locations

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$250,000.00 **Maximum Multi-Year Contract Price:** _____

Contract Beginning Date: 11/1/2020 **Contract Termination Date:** 10/31/2021

Liquidated Damages: NA

INSURANCE POLICIES

Designate all required policies:		Req'd
Commercial General Liability	(\$2,000,000)	✓
Automobile Liability	(\$1,000,000)	✓
Worker's Compensation	(Statutory Limits)	✓

LICENSES AND PREVAILING WAGES

Architect _____

NOTICE & IDENTIFICATION

Contractor:
PRIDE Industries One, Inc.
10030 Foothills Blvd.
Roseville, CA 95747
Contact Person: Laurel Petersen
(916) 788-2362
e-mail: laurel.petersen@prideindustries.com

County of Nevada:
Facilities Service Center
10014 N Bloomfield Road
Nevada City, CA 95959
Contact Person: Justin Drinkwater
(530) 470-2637 cell (530)362-2288
e-mail: justin.drinkwater@co.nevada.ca.us

Contractor is a: (check all that apply)
Corporation: Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments:		Req'd
Exhibit A: Schedule of Services (Provided by Contractor)		✓
Exhibit B: Schedule of Charges and Payments (Paid by County)		✓
Exhibit C: Insurance Requirements (Required by Contractor)		✓
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)		✓