

Contract Log # \_\_\_\_\_

**COUNTY OF MARIN  
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** is made and entered into this 1 day of July, 2005 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Ramfire Building Maintenance, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: A one year contract with an option to renew for two additional years for Janitorial Services for seven County owned sites: and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES:**

The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$73,740 plus 10% for additional services authorized by the Director of Public Works including direct non-salary expenses

**5. PAYMENT:**

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by County of an invoice covering the service(s) rendered.

The source of funding by the County for this work shall be: 172-2533

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than June 30,2006.

**7. INSURANCE:**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). 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 the amount of one million (\$1,000,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. The County shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate with endorsement shall provide for thirty (30) days advance notice to County of any cancellation in coverage.

**\_\_\_By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on Exhibit "C" attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**8. WORKER'S COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

**\_\_\_By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

**9. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**10. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein.

**11. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**12. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**13. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged.

**14. TIME OF AGREEMENT:**

This Agreement shall commence on July 1,2005, and shall terminate on June 30,2006. Time is of the essence with respect to this Contract.

**15. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

**16. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. 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.

**17. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

**18. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**19. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**20. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in MARIN County, California.

**21. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

**22. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

**23. NOTICES:**

This contract shall be managed and administered on County's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Department of Public Works  
P.O. Box 4186  
San Rafael Ca. 94913-4186  
Att: Rich Wallace

Notices shall be given to Contractor at the following address:

Ramfire Building Maintenance  
1310 Commerce Street, Suite G  
Petaluma, Ca 94954

**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**APPROVED BY  
COUNTY OF MARIN:**

By: \_\_\_\_\_  
PRESIDENT, Board of Supervisors

**CONTRACTOR:**

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By \_\_\_\_\_

By: \_\_\_\_\_  
Name: S. Jordan Pepper  
Federal Tax I.D.# 68-0281259  
Telephone No.707-763-4033

EXHIBIT "A"

SERVICES TO BE PROVIDED

BY CONTRACTOR

**STATEMENT OF REGULAR SERVICES**

**These services will be provided four times weekly at:**

- County Radio, 2 Peter Behr Drive, San Rafael, CA
- County Roads, 4 Peter Behr Drive, San Rafael, CA
- County Garage, 6 Peter Behr Drive, San Rafael, CA

**These services will be provided five times weekly at:**

- County Health Clinic, 920 Grand Ave., San Rafael, CA
- Juvenile Hall, 16 Jeanette Prandi Way, San Rafael, CA
- Juvenile Service Center, 4 Jeanette Prandi Way, San Rafael, CA
- Jeanette Prandi Children's Center, 2 Jeanette Prandi Way, San Rafael, CA

**Janitorial services provided nightly:**

Secure all locks as soon as possible each night, check windows and all exterior secured areas.

- Vacuum all traffic and foot path areas nightly. \* Vacuum of entire office areas. (\*see monthly services)
- Damp mop and/or wash all hard surface floor areas including tiles areas. This is a general mopping; it does not include sanitizing and disinfecting. Please see floor services for additional services offered.
- "Feather dusting" is performed nightly. All desks will be polished on a schedule. This schedule can be worked out upon acceptance of proposal. Please note that all items on the desks are to be moved off the top of the desk by clients only, before desk is to be wiped down by janitorial staff.  
(Insurance Industry dictates strict guidelines to cleaning companies not to touch or move anything from on/or around the desktops.)
- Empty all trash containers and reline as needed.
- All recycle items such as; cans, glass, plastic, computer paper, newspaper and cardboard will be placed in recycle containers provided by client to the areas designated or set up for the recycle pickup. The recycling must be separated by client. Ramfire will move it to interior or exterior recycle containers as needed. The items will be put out one time a week, unless quantities are too much, usually this falls on the day before the arranged pickup. Dumpster recycle containers must be provided by recycle company and have a pre-arranged pick up date set. Ramfire will be responsible for keeping the dumpster site in an orderly manner.
- Replace all chairs and wastebaskets to proper positions after vacuuming and emptying trash.
- Spot clean all glass at entrance and exit doors, interior and exterior.

### **Restrooms nightly:**

- Restock all restroom dispensers with supplies from stock, including paper towels toilet tissue, hand soap, seat covers, tampons, Kleenex, etc., as necessary. These supplies are to be provided by client or by janitorial service.
- Clean and descale restroom sinks, urinals and toilets
- Wash and polish all mirrors, dispensers, bright work and faucets with a non-scratch cleanser.
- Sweep and mop all restroom floors.
- Empty trash receptacles and reline as needed

### **Kitchens nightly:**

- Please note that this is an area where the janitor will try to personalize the needs of our client, based on the daily usage. Listed is an overview of what is the standard daily service to be provided. Ramfire does not provide dish washing as part of the services. Arrangements can be made if you would like to make dish washing part of your service.
- Empty all trash and recycle containers and reline as needed.
- Wipe down all tables, counter tops and horizontal surfaces.
- Wipe and clean all the exteriors of kitchen appliances as needed. (Arrangements can be made to clean the interior of appliances on a scheduled basis for additional charges.)
- Arrange kitchen tables and chairs in proper order.
- Clean and sanitize kitchen sink area.
- Coffee stations to be wiped down.
- Sweep and mop kitchen floor area.

### **Services to be provided monthly:**

- Check and remove from "washable surfaces" all fingerprints, dirt smudges, graffiti from doors, frames, glass partitions, windows and light switches etc.
- Spot clean interior glass partitions
- Check walls for spot cleaning around light switches, doorframes, door handles, and restroom partitions and clean as needed. All graffiti will be removed if washable. \*Please note that all walls are not painted with an enamel base paint or a paint that is responsive to a cleaning product or procedure.)
- Spot clean carpets, stairwells, elevators and lobbies where needed. (Please note: carpet spot cleaning can be performed on those spots that react to the cleaning chemical, not all solutions can effectively spot clean all carpets. Spot cleaning over and over again is not a good method of maintaining a clean carpet. It only remedies a temporary solution. A regular carpet cleaning schedule is what is recommended and what keeps the carpet pad clean and spots from causing damage to carpets.)
- Check and dust all picture frames, charts, display boards and similar wall hangings. (Again, surfaces that require polishing will need to have items removed by client.)
- Polish conference tables and chairs

Check window sills and frames for dust and cobwebs. Unfortunately, "cobwebs" are a constant nuisance to all of us. Spiders and their webs are persistent problems that can develop overnight or rebuild in the exact area within minutes.

- Sweep and vacuum stairwells.
- Clean or polish stair railings.
- Vacuum chairs and office furnishings where applicable.
- Go through and check entire building for thorough details cleaning. At this time, Ramfire brings in what we call a "detail team" to work with the regular scheduled staff to troubleshoot all areas throughout the facility. Paying special attention to detail of restrooms, kitchen and common areas.
- Attention to hard surface floor washing is given at this time. Any and all floors will be serviced at this time for a waxing schedule, and/or spray buffing. \*\*There will be additional charges for full floor serves.
- Elevators will be detailed out at this time to include floors, walls, etc.
- Machine scrub all restroom floors with germicidal solutions. \*No waxing of tile floors due to slip factor. There are some tile floors that can be waxed without it being a problem. That will be decided upon at that time.
- Perform all high and low dusting to include overhead vents, window shelves and frames, baseboards, bottoms of chairs, tops of partitions, tops of file cabinets, levelers/blinds and door jamb and frames.

Trash containers for trash placement/dumpster sites monthly:

- As per Property Manager or Facility Manager specifications, trash sites will be maintained nightly. The entire trash site will be swept and all debris placed for removal to include the recycle area monthly. \*Ramfire recommends that all Dumpster/trash sites be kept locked at all times in order to maintain proper conditions of the area.
- Janitorial closets will be kept in an orderly manner. Sinks should be available for rinsing of mops and cleaning solutions.
- Product storing area will be kept in an orderly manner. All product will be stocked on site, replaced in dispensers as needed and billed monthly\*. \*If product is provided by Ramfire Building Maintenance.

Main floor elevators, lobbies and public access areas:

- Check and spot clean all glass to tenant premises.
- Spot clean and check directory board glass and ledges.
- Check for graffiti and remove from all public and tenant areas.
- Check and clean all drinking fountains.

\*\*Please see last page for "Additional Request Services"

**Listed below are services that can be provided at additional costs above and beyond our “Statement of Services” and can be performed as per the Site/Property Managers request:**

- ❑ Construction clean – up. This service is over and above regular maintenance services.
- ❑ Lighting maintenance, ballast repair and replacement.
- ❑ Windows cleaned, interior and exterior...call for a quote if not provided with contract.
- ❑ Please refer to our “product price list” provided in our proposal package for all paper, plastic, soaps, etc. for prices.
- ❑ Lighting Services, stocking and replacement of all lights can be provided as part of our regular service.
- ❑ Floor stripping, waxing and buffing services for hard surface flooring.
- ❑ Parking lot maintenance to consist of; power washing, sweeping, litter and trash pick up and hauling of debris. Call for a quote.
- ❑ Emergency restroom backups or overflows that consist of cleaning or plunging only can be provided for an hourly fee of \$35.00 per man hour. Please note that Ramfire is not a licensed plumbing company and cannot provide labor or materials to perform these types of services.
- ❑ For “Pest Problems” such as, ants, spiders or rodents, please call an exterminator if you have a persistent problem. However, Ramfire is available at an extra cost to clean up after any spraying or treatments applied. \*We are not a licensed exterminator and the Insurance Industry prohibits us from any applications.
- ❑ Services for offices such as medical offices or clinics will be assessed an additional fee for maintaining this facility on a daily basis to meet their specifications.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID

County retains the right to cancel on any one or more sites during term of contract.

TO CONTRACTOR

- County Radio, 2 Peter Behr Drive, San Rafael, CA for the total monthly sum of \$545.00.
- County Roads, 4 Peter Behr Drive, San Rafael, CA for the total monthly sum of \$545.00.
- County Garage, 6 Peter Behr Drive, San Rafael, CA for the total monthly sum of \$545.00.
- County Health Clinic, 920 Grand Ave., San Rafael, CA for the total monthly sum of \$1,129.00
- Juvenile Hall, 16 Jeanette Prandi Way, San Rafael, CA for the total monthly sum of \$1,046.00.
- Juvenile Service Center, 4 Jeanette Prandi Way, San Rafael, CA for the total monthly sum of \$1,485.00
- Jeanette Prandi Children's Center, 2 Jeanette Prandi Way, San Rafael, CA for the total monthly sum of \$850.00.

Twelve monthly payments of \$6,145 for a yearly total of \$73,740

