

**BLANKET PURCHASE ORDER AGREEMENT FOR
AS NEEDED
JANITORIAL SERVICES**

v. 12-4-19

This agreement ("Agreement"), dated as of April 1, 2023 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and ABM Onsite Services West Incorporated (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County intends for this Agreement to be available to the Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District ("affiliated entities"). Such affiliated entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Supplier acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. In such event, said affiliated entity, and not County, shall be solely responsible for its obligations and any liabilities arising under the Agreement and/or its particular work order. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

R E C I T A L S

WHEREAS Contractor represents that it is a duly qualified Janitorial services provider, experienced in the performance of Janitorial and related services;

WHEREAS, in the judgment of the County of Sonoma Purchasing Division, it is necessary and desirable to secure Contractor to be available for such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform as needed services described in Exhibits 1 (Scope of Services), and 1.1 (Airport Scope of Services), attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Scope of work and as specified in Exhibits 1 (Scope of Services) and 1.1 (Airport Scope of Services), and Exhibit 7 (Serviced Sites Billing and Rate

Sheet) in compliance with Exhibit 2 (Personnel Staffing requirements), Exhibit 3 (Supply and Equipment Standards) attached hereto and incorporated herein by this reference, and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits 1, 1.1, 2, 3 and 7, the provisions in the body of this Agreement shall control.

In addition, Consultant shall perform such other duties as may be requested in connection with County's custodial needs. All Janitorial services requested for temporary services (or task orders), or work requested for emergencies shall be performed via task order Exhibit 9 (Sample Task Order) attached hereto and incorporated herein by this reference (hereinafter "Sample Task Order"), on an as-needed basis, as determined by County in its sole discretion. With respect to any services to be performed on an as-requested basis, the County does not guarantee a minimum or maximum amount of work. For requests of extra or changed work and specific service requirements, Contractor shall refer to Section 8 of this agreement.

1.2 Cooperation with County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]

- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. Consultant shall require all employees performing direct services to County hereunder to pass a background examination before performing any services under this Agreement. Consultant shall comply with all employee background check requirements as more particularly set forth in Exhibit 2, incorporated herein by this reference.
- e. Consultant shall not assign or subcontract any portion of the work to be performed hereunder.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. For all services and incidental costs required hereunder, Consultant shall be paid a lump sum in accordance with "Exhibit 7 (Serviced Sites Billing and Rate Sheet)", attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. "Exhibit 7 (Serviced Sites Billing and Rate Sheet)" includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, approved task orders (if applicable), estimated travel expenses and other applicable rates. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

2.2 Accounts and Billing. Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of services location; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.3 Withholdings. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this

agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to March 31, 2024, with the option to extend for Four (4) additional one (1) year periods unless terminated earlier in accordance with the provisions of Article 4 below. The County will exercise its option(s) to annually extend this BPO agreement automatically. It is the Supplier's responsibility to contact Sonoma County Purchasing in writing within thirty (90) days of the annual renewal period should the Supplier elect NOT to extend this BPO agreement.

4. Termination.

4.1 Termination For Convenience. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement or any Task Order by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or any Task Order, County may immediately terminate this Agreement or any Task Order by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice

showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement or any Task Order by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement or the Task Order by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement or any Task Order on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement or any Task Order on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit 8 (Insurance Requirements) attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

8.1 Addendums. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Purchasing Agent, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Purchasing Agent in a form approved by County Counsel.

For actual requests for work and specific service requirements, Contractor shall provide a written quote within five (5) business days based on service need provided by the requesting County department or approved agency head. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates.

If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

8.2 Task Orders. Task orders for temporary janitorial service, or work requested for emergencies may be authorized by appropriate department, division, or affiliate head via County Counsel approved Task Order form. Contractor shall provide a written quote within five (5) business days based on service need provided by the requesting County department or approved agency head. All quotes shall be

consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates.

All other changes to the agreement may be authorized only by written amendment to this Agreement, signed by both parties. The Purchasing Agent must authorize all other extra or changed work.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such

actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall ensure that:

A. All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

B. No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

C. Consultant and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives notice to the Probation Department of such court order or subpoena prior to compliance.

9.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. Other than as otherwise stated herein, all notices, bills, payments, and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:

County of Sonoma Purchasing
2300 County Center Drive, Suite A208
Santa Rosa, CA 95403
Phone: (707) 565-2433

CONTRACTOR:

ABM Onsite Services West
600 Harrison St. Suite 600
San Francisco, CA. 94107

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or

email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Federal Provisions.

A. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as "Exhibit 5 (FEMA Rider)," incorporated herein by reference. This Exhibit is subject to update at the time of contract award.

B. Federal Aviation Provisions. Certain work under this agreement may be performed at the County's Charles M. Shultz- Sonoma county Airport (STS). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as "Exhibit 6 Federal provisions Janitorial Services," incorporated herein by reference.

13.11 Compliance with the Displaced Janitor's Opportunity Act (CA. Labor Code §§ 1060 et seq) and the California Property Service Workers Protection Act (California Labor Code §§ 1420 et seq.) as well as all other local, State, and Federal laws are a requirement of this agreement or any extension thereof.

13.12 Asbestos Notification Program. Compliance with the County's asbestos notification program attached hereto as Exhibit 4 (Asbestos Notification) incorporated herein by reference is required.

13.13 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S.

federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: ABM Onsite Services West

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE REVIEWED
AND ON FILE:

Signed By: *Chris Cahn*
Chris Cahn (Feb 10, 2023 11:49 PST)

By: _____
Department Head or Designee

Name: Chris Cahn

Title: District Manager

Date: _____

Date: 02/10/2023

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Department Head or Designee

Date: _____

RFP Janitorial Services Countywide
Scope of Services

A. Definitions:

1. The phrase “24-hour facilities” shall include the Sheriff building, the Main Adult Detention Facility, and the Juvenile Justice Center Facility. 24-hour facilities shall receive their normal eight-hour care/service without holiday interruption. This care will be considered as part of the normal work schedule, not an overtime item.
2. The phrase “County Representative” shall mean County Facilities Operations Manager or their designee.
3. The phrase “Routine Service” shall consist of either “Full Service” or “Limited Service,” excluding the following holidays on which the service need not be performed:

New Year's Day	January 1
Martin Luther King's Day	3rd Monday in January
Lincoln's Birthday	February 12
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25
4. The phrase “Full Service” shall mean service beginning at 5:00 p.m. and concluding when satisfactory cleaning is achieved, as specified in this contract. On Full Service nights, all buildings shall be cleaned as specified in Section B. Contractor will follow all applicable laws in regard to breaks and lunches. The County representative may authorize alternate work schedules.
5. The phrase “Limited Service” shall mean service beginning at 5:00 p.m. and concluding when satisfactory cleaning is achieved, as specified in this contract. On Limited Service nights all buildings shall be cleaned as specified in Section C. Contractor will follow all applicable laws in regard to breaks and lunches. The County representative may authorize alternate work schedules.
6. The phrase “Floor Service/Deep Cleaning” shall mean service beginning at 5:00 p.m. and concluding when satisfactory cleaning is achieved, as specified in this

contract. When Floor Service/Deep Cleaning is performed, buildings shall be cleaned as specified in Section F.

B. Routine Service Expectations on Full Service Nights

The following work shall be performed on the day(s) specified in the buildings listed in Exhibit 7 (Billing and Rates) under the Section entitled "Routine Service". Routine Service consists of cleaning defined in this Section B. Some buildings may have special cleaning schedules such as day cleaning or specific hours where cleaning may take place. These are indicated in the "Footnotes" of Exhibit 7 (Billing and Rates). The date and time for this work shall be approved and may be modified by County Representative.

1. General Cleaning of all Areas.

a. Entries.

- i. All entries shall be clean and free of spider webs.
- ii. Doors, kick plates, door handles, and walled surfaces around light switches shall be spot cleaned.
- iii. Cigarette urns shall be filtered clean.
- iv. First ten feet prior to door walkway/entry shall be swept clean of all debris.
- v. Entry doors, doorframes and window framing shall be free of all foreign matter.

b. Outside Trash and Recycle Cans.

- i. Trash and Recycle receptacles within ten feet of door walkway/entrance shall be emptied. Trash and recycling shall be kept separate and shall be removed to designated dumpsters.
- ii. Liner shall be replaced and the inside and outside of receptacle shall be cleaned.
- iii. Receptacle shall be free of all foreign matter including food matter, spittle, stickers, graffiti, etc.

c. Public Phones and Booths.

- i. Any accumulated debris shall be removed.
- ii. Surrounding walled surfaces shall be free of handprints, foreign matter, and graffiti.
- iii. Phone, receiver, mouthpiece, and phone's front panel/keypad will be clean of all debris.

d. Desktop Waste Baskets and Recycling Receptacles.

Exhibit 1
Scope of Services

- i. County maintains a desktop recycling program with recycle bins located at each employee's cubicle and in common areas such as break rooms, hallways, and corridors.
 - ii. Trash and recycling shall be emptied and removed to designated disposal area.
 - iii. Wastebaskets shall be free of stains and odors.
 - iv. New liners will be installed and only re-used if they are not soiled.
 - v. 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.
- e. Glass.
 - i. 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., before 10 p.m.
- f. Entry Mats.
 - i. Entry mats shall be free of all foreign matter including gum and staples.
 - ii. Mats that are fraying, bunching, or otherwise misshaped shall be removed, replaced with mat which poses no safety hazard, and reported to County representative.
- g. Drinking Fountains, Sinks, Washbasins, Eye Wash Stations.
 - i. Clean and disinfect all surfaces
 - ii. Once the surface is free of stains and water marks, polish can be applied.
 - iii. 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.
 - iv. Shroud shall be de-odorized, free of streaks, stains, spots, smudges, scale, and any other form of soiling, graffiti, stickers, handprints, and splash.
- h. Fire Extinguishers.
 - i. Fire extinguishers shall be free of dust.
 - ii. 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.
- i. Wall Surfaces.
 - i. Walls shall be dusted, and spot cleaned.
 - ii. Any form of foreign debris shall be removed from woodwork, marble walls, doors, countertops, tables, chairs, desktops, and glass partitions.

- j. Dusting.
 - i. Tops and sides of desks, Venetian blinds, windowsills, file cabinets, cubicles, tables, chairs, bookcases, picture frames, wall and door vents, and counter tops shall be free of dust, handprints, water rings, splash, scuff, and heel marks. At no time shall items which have been placed on said surfaces be moved.
 - ii. All glass desktops and glass doors on bookcases shall be cleaned.
 - iii. All upholstered and non-upholstered furniture including chair rungs and legs will be vacuumed and spot cleaned. Furniture that is properly cleaned and dusted will be free of dust, hair, foreign residue, heel or scuffmarks, lint, and cobwebs.
- k. Telephones.
 - i. Public phones shall be free of all foreign matter.
- l. Marker Boards.
 - ii. Marker board trays which hold pens and cleaning devices shall be free of all lint, dust, and any other foreign matter.
- m. Hard Floors.
 - i. Contractor is required to utilize “wet floor” signs when using liquid on a non-carpeted floor.
 - ii. Hard floors shall be swept with a treated, non-petroleum based, dust mop.
 - iii. 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 corners, underneath chairs, desks, trash receptacles, easily movable items, and abutments.
 - iv. All hard floors including corners, edges, thresholds, under chairs, tables, desks, and counters, shall be wet moped and free of all foreign matter.
 - v. All spots, stains, heel marks, and streaks shall be removed from baseboards.
 - vi. All furniture and surrounding items including trash cans, desk facings, including drawer fronts, shall be free of spills and handprints. Computers that have been placed on the floor shall be free of all foreign matter including splash and sludge.
- n. Cork Floors.
 - i. Cork floors require special treatment similar to that of hardwood floors. Before proceeding or attempting any type of floor care procedure outside of sweeping, obtain cleaning directions from the County representative.

- o. Wood Floors.
 - i. Special care and maintenance are required and will not be considered additional work. County requires the use of a water-based gym floor sealer.
 - p. Carpeted Areas.
 - i. All carpets shall be vacuumed thoroughly.
 - ii. Carpeted surfaces will be free of all dust, dirt, staples, and litter, especially under chair mats, under chairs, counters, along walls, behind doors, etc.
 - iii. Any tears, burns, or unraveling shall be brought to the attention of the County representative.
 - q. Finished Work.
 - i. Before leaving an assigned area, all appropriate doors/windows will be closed and/or locked.
 - ii. All lighting found “on” in cubicles, conference rooms, or offices which are not on sensor activated lighting will be turned off before work will be declared “finished”.
- 2. Conference Rooms:**
- a. In addition to the cleaning requirements listed in Section B.1, specific cleaning is required for conference rooms.
 - b. Tabletops, chairs, and marker boards.
 - i. All debris, handprints, and spills found on tabletops and chairs shall be removed.
 - ii. All marker boards, trays shall be wiped free of all foreign matter.
 - iii. Chairs shall be organized in an orderly fashion.
- 3. Stairways, Lobbies, Corridors, Elevators and Hallways:**
- a. In addition to the cleaning requirements listed in Section B.1, specific cleaning is required for stairways, elevators, lobbies, hallways, and corridors.
 - b. Stairways.
 - i. Stairways shall be swept and/or vacuumed, then wet mopped.

- ii. Stairways, including corners and edges of steps, landing, walls, and underneath handrails shall be free of handprints, heel marks, and other foreign matter and shall be wet mopped with water.
- iii. Marks on steps and risers shall be removed.
- iv. Handrails shall be cleaned, and all ledges dusted weekly.

c. Elevators.

- i. Elevator cabs including keypads, walls, floor, and inside and outside of doors shall be free of all foreign matter including, without limitation, the following: handprints, heel marks, posted advertisements, tape, graffiti, spills, gum, etc.
- ii. Floors shall be swept and mopped and shall be free of foreign matter.
- iii. Thresholds shall be cleaned and free of any dirt in tracks.

d. Lobbies, Hallways and Corridors

- i. All windows in corridors, hallways, and lobbies shall be spot cleaned so that they are free of foreign debris.

4. Cafeterias, Lunchrooms, Classrooms, and Vending Areas.

- a. In addition to the cleaning requirements listed in Section B.1, specific cleaning is required for cafeterias, lunchrooms, classrooms, and vending areas.
- b. Countertops and Sinks.
 - ii. All debris, handprints, and spills shall be removed.
- c. Trash and Recycling Removal.
 - i. 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.

5. Restrooms (Public and Private).

- a. In addition to the cleaning requirements listed in Section B.1, specific cleaning is required for restrooms.
- b. Sanitary Napkin Containers
 - i. Shall be empty and clean and liners replaced.

- c. Soap, Towel, Toilet Tissue, Seat Cover Dispensers
 - i. Shall be refilled/restocked as appropriate
 - ii. All dispensers shall be wiped clean from top to bottom, as well as underneath.
 - iii. All dispensers shall be free of handprints, stickers, streaks, or any other foreign matter.
- d. Restroom Fixtures
 - i. Sinks, toilets, toilet seat, urinals, mirrors, countertops and all dispensers, partitions, and waste receptacles will be sprayed with a disinfectant and wiped clean.
 - ii. 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.
- e. Floor Drains
 - i. Before mopping the floor, pour one quart of warm water diluted with disinfectant down all floor drains.
- f. Floors
 - i. Only restroom floors will be damp mopped with disinfectant, and, upon completion, all lights shut off.
- g. Waterless Urinals
 - i. Remove debris from bowl, then spray wipe all surfaces with an approved spray disinfectant. Never dump cleaning solutions or other chemicals into the bowls.
- h. Vandalism, Plumbing, Electrical Problems
 - i. All vandalism, plumbing, electrical problems, or any other item requiring attention shall be reported to the County Representative.
- i. Sanitary Napkin Dispensers

- i. Contractor shall supply, stock, and retrieve coins on all sanitary napkin dispensers except for Department of Health Services Buildings, which services their own.

6. Shower and Locker Rooms

- a. In addition to the cleaning requirements listed in Section B.1, specific cleaning is required for shower and locker rooms.
- b. Lockers.
 - i. Vents shall be dusted weekly.
 - ii. Lockers, including top and fronts, shall be dusted and free of debris.
 - iii. All seating wiped down and free of handprints and debris.
- c. Showers and Shower Curtains.
 - i. All surfaces found within a shower including fiberglass, tile, chrome, stainless steel, and shower curtain, shall be scrubbed with a cleanser if the shower is tiled, or sprayed with a disinfectant if the shower is fiberglass. Upon completion, all surfaces will be free of all soap scum, body oils, mineral deposits, odors, and consistent in coloration.
- d. Floors.
 - i. All non-skid surfaces, including non-skid floor tape, will be free of any discoloration.

7. Flag

- a. At the Administration Building, the flags on the south side of the building must be taken down before night fall, which can change with the season, in the appropriate fashion following proper flag etiquette as defined in the U.S. Code, Title 4, Chapter 1, and placed in the main mechanical room of the Administration Building.

C. Limited Service Expectations on Limited Service Nights

The following work is to be performed on Limited Service nights on the days indicated in the buildings listed in Exhibit 7 (Billing and Rates) under the Section entitled “Routine Service” in the column entitled “Limited Service.” Some buildings may have special

cleaning schedules such as day cleaning or specific hours where cleaning may take place. These are indicated in the “Footnotes” of Exhibit 7 (Billing and Rates). The date and time for this work shall be approved and may be modified by County Representative.

1. All public restrooms shall be cleaned as specified in Section B.5.
2. Lobby areas, hallways, and corridors shall be cleaned as specified in Section B.3.d.
3. Drinking fountains shall be cleaned as specified in Section B.1.g.
4. Entry door glass shall be cleaned as specified in Section B.1.e.

D. Quarterly Service.

Quarterly Service shall be performed once every three (3) months in the buildings listed in Exhibit 7 (Billing and Rates) under the Section entitled “Quarterly Service.” Quarterly service shall consist of cleaning defined in Section B above unless otherwise specified in this Section D.

1. Quarterly Window Cleaning Service

- a. Interior and exterior periphery building windows shall be washed.
- b. All window frames and ledges will be wiped clean, free of all debris including dust, spider webs, tape, and any other posted items that have been placed temporarily on said surface.
- c. Once services have been completed, the Contractor will notify the County representative so an inspection can confirm completion.

E. Annual Service

Annual Service shall be performed once every year in the buildings listed in Exhibit 7 (Billing and Rates) under the Section entitled “Annual Service.” Annual service shall consist of cleaning defined in Section B above unless otherwise specified in this Section E.

1. Annual Window Cleaning Service

- a. Interior and exterior periphery building windows shall be washed.
- b. All window frames and ledges will be wiped clean, free of all debris including dust, spider webs, tape, and any other posted items that have been placed temporarily on said surface.
- c. Once services have been completed, the Contractor will notify the County representative so an inspection can confirm completion.

F. Floor Services/Deep Cleaning

Floor services shall be performed in all buildings as indicated in Exhibit 7 (Billing and Rates) under the column entitled "Floor Service/Deep Cleaning." Each building shall receive service every sixteen (16) weeks. Contractor shall provide floor service to one building at a time so that County has the ability to inspect this work.

The following work is to be performed each time the floor services are performed in buildings.

1. Floor Restorative Care.

- a. Scheduling: Floor service will be provided to a given building every sixteen (16) weeks. Such scheduling will be created by Contractor and given to County representative a month in advance of service. All work completed in a given area must be approved by the County representative, as completed, when services are finished.
- b. Hard Floor. General Guidelines: The two methods employed in hard floor care are light scrub and strip and refinish.
 - i. Light Scrub Hard Floor Care Process. Hard floors shall be lightly scrubbed and burnished in order to remove heel marks and scuffs. Once this process is complete, County representative shall be notified so as to determine whether floor finish application is necessary or not. County representative shall respond within ½ hour with determination. If Contractor does not receive an answer within ½ hour, Contractor supervisor may make this determination.
 - ii. Stripping and Sealing Process. All hard floors, including tiles, concrete, etc., shall be stripped of all pre-existing floor finish and sealed if requested by the County representative, including along walls, corners, and doorframes. The County Representative will be contacted to confirm that the services rendered are acceptable before finish can be applied to floor. County representative shall respond within ½ hour with determination. If Contractor does not receive an answer within ½ hour Contractor supervisor may make this determination.
- c. Carpet Care Procedures
 - i. General Guidelines. All carpets shall be vacuumed and detailed prior to service, including edge vacuuming, before spot removal begins. All spots and foreign matter shall be removed from carpet using the appropriate tools and chemicals before any carpet cleaning procedure is employed.

- ii. Carpet Extraction. Carpet shall be extracted in high traffic areas, as requested by the County representative, such as in entries, halls, common work or cubicle areas, lobbies, etc.

2. Deep Cleaning - Restrooms, Shower, Locker Room, Elevator.

a. Restrooms. The following service will be provided to all public restrooms in a building each time Floor Service is provided to that building.

- i. All fixtures shall be thoroughly cleaned top to bottom including dispensers.
- ii. Walls and partitions shall be scrubbed.
- iii. Spider webs shall be removed.
- iv. Windows and sills shall be cleaned.
- v. Grout shall be cleaned until it is uniform in color.
- vi. All surfaces shall be free of all foreign matter including tape, gum, tar, adhesive residue, and graffiti with no exceptions.

b. Elevator. The following service will be provided to all elevators in a building each time Floor Service is provided to that building.

- i. All wall surfaces in the elevator cab will be cleaned and free of all foreign matter.
- ii. Elevator cab floor shall be scrubbed and burnished, or spot cleaned and bonneted if the area is carpeted.
- iii. Elevator cabs with hard flooring shall be stripped and sealed at the request of County representative.

3. Miscellaneous Floor Service Provisions

- a. Disposal of Chemicals. At the conclusion of any Floor Service process, all resulting chemicals, including chemical sludge which is wet vacuumed or mopped up, will be disposed of in accordance with the highest professional standards. At **NO** time will Contractor illegally dump said residual material, for example down gutters, curbs, storm drains, into parking lots, or into open fields.
- b. Floor Service Equipment Storage. At the conclusion of each evening, all equipment, and related materials, including chemicals, shall be removed to a central storage area.

G. 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 in this Exhibit 1 (Scope of Services) at new locations, more detailed cleaning than is required by this contract, construction cleanup, tag jobs, or window washing.

H. Daytime Service

Unless otherwise stated, the following work shall be performed daily in the buildings listed in Exhibit 7 (Billing and Rates) under the Section entitled “Routine Service” in the column entitled “Daytime Service.” The following services shall be performed daily Monday through Friday, 6:00 am – 3:30 p.m., and transportation must be provided by Contractor.

- a. All building entrances shall be unlocked at times specified by County Representative.
- b. Respond to County representative's work orders as requested.
- c. Flags around County Complex must be put up at the beginning of the day and taken down before nightfall and must be handled with proper flag etiquette as defined in the U.S. Code, Title 4, Chapter 1.
- d. All entries shall be clean and free of spider webs.
- e. Cigarette urns shall be filtered clean.
- f. First ten feet prior to door walkway/entry shall be swept clean of all debris
- g. Trash and Recycle receptacles within ten feet of door walkway/entrance shall be emptied. Trash and recycling shall be kept separate and shall be removed to designated dumpsters.
- h. Liner shall be replaced and the inside and outside of receptacle shall be cleaned.
- i. Entry mats shall be free of all foreign matter including gum and staples.
- j. Door mats that are fraying, bunching, or otherwise misshaped shall be removed, replaced with mat which poses no safety hazard, and reported to County representative.
- k. 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.
- l. Soap, towel, toilet tissue, seat cover dispensers in all restrooms shall be refilled/restocked as appropriate.
- m. All exterior windows and frames, up to eight feet, shall be cleaned.

Charles M. Schulz – Sonoma County Airport
Janitorial Contract Facilities and Scope

Facilities:

1. Airport Terminal Facility (2200 Airport Blvd.)
2. Airport Offices (2290 Airport Blvd.)
3. Airport Annex Offices (2282 Airport Blvd.)
4. Becker Blvd. Restrooms (2272 Becker Blvd.)
5. Airport Fire Station (2194 Airport Blvd.)
6. Apron F Restroom Facility (Located in the hangar unit 205-216 building row)

Services Requested:

Airport Terminal Facility (365 day per year facility) (areas to include: exterior of building in front of the terminal, behind the building between the restaurant and the passenger arrivals gate; all interior spaces except restaurant, rental car offices, airline offices, security offices, see diagram).

Daily (seven days per week) – Full service cleaning service per “Exhibit 1 Scope of Services” – to be performed after the last commercial airline flight arrival)

Daily (seven days per week) – Perform day porter service, to include: Daytime service items as per “Exhibit 1 Scope of Services” f, g, h, k, l and ensure all debris is removed from all floors and seating areas in the public areas are pick up and removed. Time to be approved by Airport.

Monthly – Deep clean per “Exhibit 1 Scope of Services” to a height of at least 8 foot including window cleaning services, clean and sanitize statues, trash receptacles, stanchions, seating, baggage claim equipment, turnstile (must be performed from non-secure side). Perform the floor services/deep cleaning services.

Quarterly – Perform window cleaning services for windows above 8 feet as well as cleaning of tops of vending machines and other equipment, HVAC equipment, sprinkler lines.

Airport Offices (areas to include: entrance, offices, hallways, conference, break-room and restrooms)

Three times per week (M,W,F): perform full clean services per “Exhibit 1 Scope of Services”

Two times per week (T,Th): Perform limited service expectations per “Exhibit 1 Scope of Services”

EXHIBIT 1.1 Sonoma County Airport Scope of Services

Quarterly - deep clean per “Exhibit 1 Scope of Services” quarterly requirements for entrance, hallways, break-room and restrooms.

Quarterly for entire building (2280-2292 Airport Blvd.) contractor shall perform Window cleaning services per “Exhibit 1 Scope of Services section D.1 Quarterly Service” on exterior of the entire building and interior for the Airport Office and Airport Annex

Airport Annex Offices (areas to include: entrance, offices, hallways, break-room and restrooms)

Three times per week (M, W, F): perform full clean services per “Exhibit 1 Scope of Services”

Two times per week (T, Thurs.): Perform limited service expectations per “Exhibit 1 Scope of Services”

Quarterly - deep clean per quarterly requirements for entrance, hallways, break-room and restrooms per “Exhibit 1 Scope of Services”.

Becker Blvd. Restrooms

Daily (seven days per week) – Full service cleaning service per “Exhibit 1 Scope of Services”

Monthly - deep clean per “Exhibit 1 Scope of Services”

Airport Fire Station (office areas not included in the scope or requested services, areas include entrance, hallways and restrooms)

Limited Service Expectations: Perform the services listed under the limited service expectations per “Exhibit 1 Scope of Services” on a three time per week basis. Days to be performed shall be M, W, F

Quarterly – deep clean per “Exhibit 1 Scope of Services” quarterly requirements for entrance, hallways and restrooms.

Apron F Restroom Facility

monthly – deep clean per “Exhibit 1 Scope of Services”

Once a monthly contractor shall perform the following tasks:
clean the walls, partitions and fixtures
strip, reseal and wax tile floors

Security Requirements:

(For activities at the Airport, contractor shall meet TSA badging requirements)

Access to the secured area of the terminal require the contractor to obtain and maintain an Airport issued identification badge. A Criminal History Records Check (CHRC), TSA background check and Airport specific training must be completed prior to working in the secured area. One person must act as the signatory authority and is responsible for authorizing

EXHIBIT 1.1 Sonoma County Airport Scope of Services

other personnel to receive badges. The authorized signatory must obtain an Airport badge. The Contractor shall ensure adequate personnel are badged at all times. Currently badges are \$115.00 per badge and typically expire after two years from the date of issuance by the Airport. Contractor shall bare all costs to obtain badges including badge renewal fees for contractor's employees.

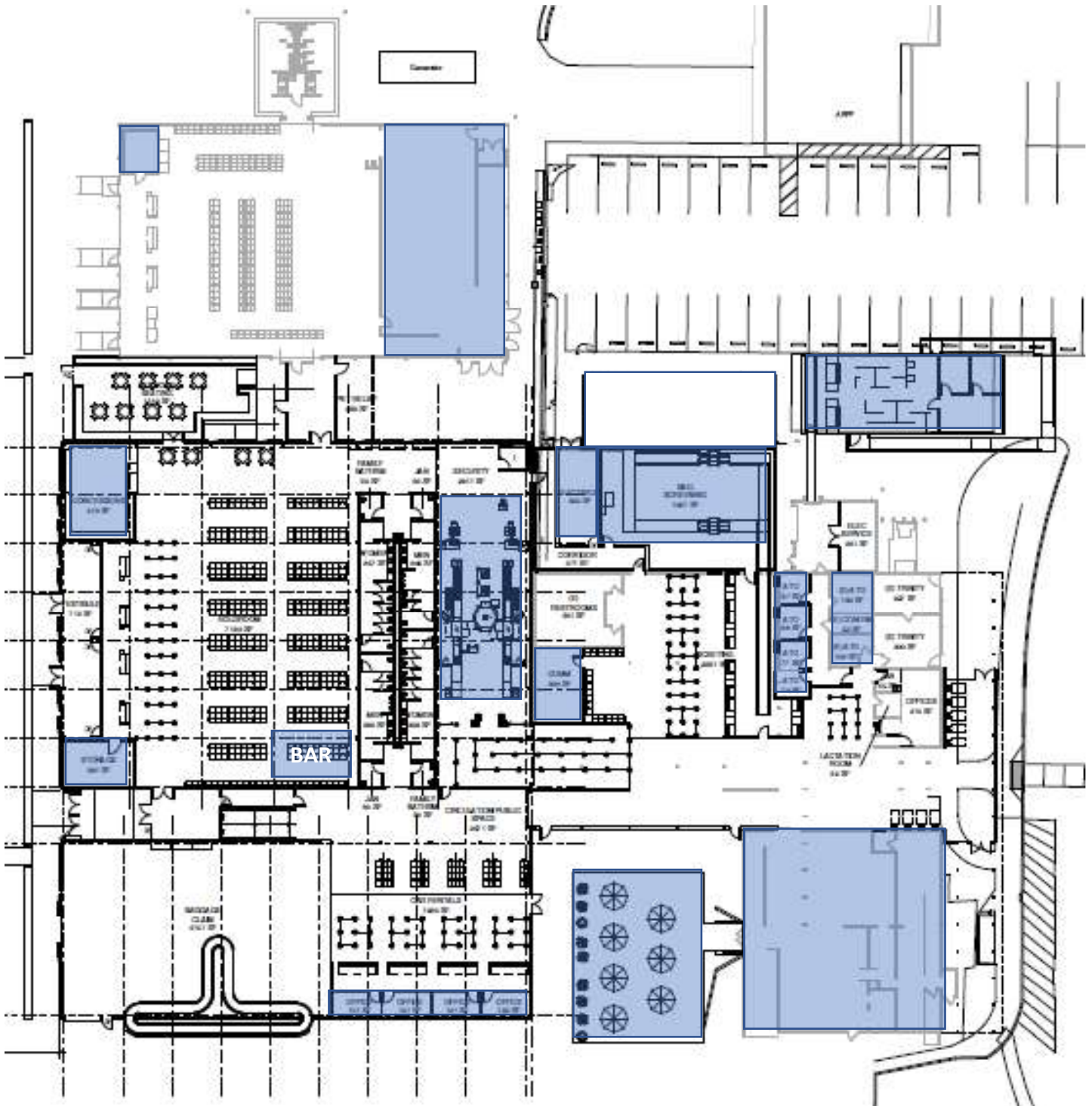
Contractors shall comply with all Airport security badging rules and regulations.

Products:

All products used within the Airport Facilities shall meet or exceed all E.P.A., LEED's green cleaning standards and Cal OSHA standards.

Airport shall furnish to contractor all products necessary to stock the paper towel and toilet paper dispensers, seat covers, soap dispensers and sanitary dispenser. Airport shall be responsible for the supplies necessary and replacement of malfunctioning or damaged dispensers in those facilities.

TERMINAL LAYOUT PLAN



Areas currently excluded from contract (It may change based on Airport Management request)

Personnel Staffing Requirements

Contractor shall comply with all of the following personnel requirements.

1. **Training:** All workers employed by Contractor shall be fully trained to provide services consistent with the highest professional standards and in accordance with County specifications before being assigned to an area. This training shall include, without exception, documented training in hazmat requirements as required by CalOSHA. Contractor will also be responsible for conducting regularly scheduled safety meetings with all employees, as per any Federal, State and/or local regulations.
2. **Management:** Contractor shall supply a full time dedicated supervisor acceptable to County who will have the authority to immediately execute work requests made by the County's Representative. Contractor's office management and job supervisors will be responsible for the quality of the cleanliness and must be available for County contacts on a 24-hour basis. Contractor shall at all times maintain good order among its employees and shall ensure compliance with building rules and regulations (as such may be amended from time to time) as well as any new programs that may be introduced. Contractor shall maintain detailed job descriptions and schedules for all employees and shall inform County prior to staff movement so that County may inform building occupants.
3. **Communication:** Contractor shall assign employees who are sufficiently fluent in English: (1) to comprehend the instructions of County personnel about how they want their premises cleaned and about what to discard or retain; (2) to understand safety and operating instructions on any machinery used; (3) to understand instructions and warnings on any chemicals used; and (4) to communicate with emergency personnel during building evacuations or emergencies.
4. **Reporting and Inspections: Daily Check In:** Contractor will meet daily at 4:30 p.m., at which time Contractor will verify that all specified services have been completed during the previous day, ending at 1:30 a.m. All shifts without specified start and ending times will start at 5:00 p.m. and end when satisfactory cleaning is achieved. Transportation must be provided by Contractor.
5. **Inspections by Contractor:** Daily inspections for each site shall be made by Contractor and reviewed with County Representative. Upon request, Contractor is to provide a detailed list of inspections planned for the coming month on the first working day of each month.

Exhibit 2
Personnel Staffing Requirements

6. Inspections by County: County contemplates and Contractor hereby agrees to regular and thorough inspections by County of all work and equipment furnished hereunder. During any work shift, the County representative may inspect Contractor's work and will notify Contractor of any inadequacies in performance. If necessary, the County representative and Contractor will conduct joint inspections. Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within 24-hours. Contractor shall furnish a written report on all deficiencies to the County representative one (1) day after such a meeting. Report shall include:
 - a. Site Address.
 - b. Description of problem.
 - c. Date of notification of problem.
 - d. Date corrective action was taken.
 - e. Description of corrective action.
 - f. Date correction was accepted by the County representative.
7. Logbook: Contractor shall maintain a logbook for the prompt recording of any non-security related incidents, occurrences or conditions requiring the attention of the County. All incidents requiring immediate attention shall be handled as specified in Section 9.b. Items to be recorded in the logbook include any exceptional conditions, such as leaking faucets, malfunctioning lights, broken locks, loose carpeting, etc. The logbook shall be kept in a mutually acceptable location accessible to the County representative or his/her designee.
8. Payment Contingent on Compliance with Reporting Requirements. Payment of Contractor's billing will only be initiated when regular inspection certifications and monthly correction reports have been properly received and verified by County representative.
9. Safety: Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the sites in the performance of this Contract. Contractor shall observe all pertinent safety practices and comply with any and all applicable safety regulations. Contractor will have, in place, in all assigned areas, the personal protective equipment for compliance with State, Federal, and local laws at all times. Contractor shall ensure that all of its employees and agents abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations. Contractor shall ensure that its employees and agents conform to all Federal (OSI-IA), State and Municipal safety and health regulations and shall assume full responsibility for any violations and/or non-compliance with such regulations.
10. Work Uniforms: All employees of Contractor shall be properly uniformed and presentable in appearance while on duty. Contractor shall provide all of its

Exhibit 2
Personnel Staffing Requirements

employees with work uniforms of a common company color, displaying the company name patches, insignia, or logo. At all times, each worker will wear a photo ID badge over the left shirt pocket featuring the worker's name and an ID number readable at a distance of six feet. Contractor shall provide such badges to all of its employees, which badges shall be worn for the entire shift. Lost or damaged badges will be replaced by Contractor within one hour of notification. Additionally, Contractor's employees will be required to wear a County ID or proximity card badge as provided by Facilities Operations and, depending on the buildings they need to access, a Sheriff's "L" pass. Uniforms shall consist of a short or long sleeved shirt, full-length pants, and full coverage safety shoes. Workers reporting for work who are not in the correct uniform will not be permitted to work in any County facilities.

11. Worker Background: All persons performing on-site custodial services at County facilities must undergo a background investigation prior to appointment to regular or temporary assignments at the County. Persons performing services in Sheriff facilities must undergo Level II background. All others must undergo Level I background.
 - a. Level I: Minimum requirement for any person providing custodial services to the County of Sonoma. The investigation shall be arranged by the Contractor, who shall employ a reputable investigation company licensed in the State of California and bonded. Investigation will include the history of felony or misdemeanor convictions, verification of Social Security number and driving record of worker. Investigation shall cover, at a minimum, a seven-year period immediately preceding the date the worker is scheduled to work on County's account.
 - b. No person shall be allowed to perform services unless they have successfully passed the Level I investigation. Prior to the start of work, Contractor must provide to the County, written verification from the investigation company that all workers assigned to the County have passed the minimum requirements of a Level I investigation.
 - c. Cost for investigations shall be borne by contractor.
 - d. Level II: The Level II background investigation is very extensive and will be required for any worker assigned to a Sheriff facility. This will include, at a minimum, custodial staff assigned to the Sheriff's facilities, the Contractor supervisor and any worker performing services in a Sheriff's facility. The cost of the Level II investigation will be borne by the County and will be performed by the Sonoma County Sheriff's Department. No person shall be allowed to perform services at any Sheriff facility unless they have successfully passed the Level II investigation. It is Contractor's responsibility to ensure an adequate

Exhibit 2
Personnel Staffing Requirements

number of workers pass the Level II investigation to guarantee uninterrupted service to these facilities.

- e. Contractor shall work directly with the Sonoma County Sheriff's Department in obtaining the appropriate forms and the processing of all Level II investigations.
12. Personnel Transfers and Terminations: When Contractor elects to remove or terminate a worker, within an hour of removal or termination, the worker's assigned keys and County ID must be returned to the County representative.
13. Building Security (keys/access):
- a. Access to Premises. Contractor shall not permit unauthorized or non-working individuals at the County Complex. All workers will be restricted to those areas where they have assigned duties to perform. Friends, family, and children of workers are not permitted at the County Complex during worker's work hours. Contractor shall prohibit his workers from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment for personal use or Contractor business.
 - b. Building Security and Energy Conservation: Contractor shall instruct all workers performing services within the facilities, to utilize methods which will maximize energy conservation and building security. The following protocols must be followed by Contractor:
 - c. Keys required by Contractor will be furnished by County to designated Contractor employees on a custody receipt basis and shall be returned to County at the end of the shift. Any loss of keys must be reported to the County Representative immediately. Keys are to be made only by County Facilities Operations Division. Should a lost or stolen key jeopardize the security of any County facility, Contractor shall be responsible for all costs incurred by County in re-keying the lock system. If re-keying is required, it will be performed to County's specifications and satisfaction through the appropriate County vendor(s) who is currently contracted by County to perform said services.
 - d. All county facilities are to be locked at 5:00 p.m. or as near to 5:00 p.m. as reasonably possible. When Contractor's employees enter their assigned area, they should lock all public access doors. Doors shall be locked no later than 5:20 p.m. unless otherwise instructed by the County representative. Contractor's employees will not admit anyone into the building.
 - e. All windows shall be checked to ensure that they are properly closed and latched while the worker performs their duties in their assigned area on full service days.

Exhibit 2
Personnel Staffing Requirements

- f. When worker(s) completes their duties in a given area they shall shut off all the lighting in the area, including lamps and cubicle lighting, unless instructed otherwise.
- g. Since Contractor is the last to leave County premises, Contractor is expected to have all lighting off, all windows closed and securely latched, and all doors closed and locked at the end of shift. On limited service days, Contractor is obligated to secure buildings before 5:20 p.m. and to shut off all lighting in the unattended buildings and at the end of the shift, check all outside access points for security breaches including unlocked doors or windows.
- h. If Contractor finds a malfunctioning door or window which will not lock, Contractor is required, before concluding their shift and leaving the facility, to contact County representative immediately. Should a County representative not be on site or available, Contractor must call Facilities Operations at 565-2550 and inform the operator as to the identity of the caller and the location of the malfunctioning door or window. Should an operator be unavailable, Contractor will call County Dispatch at 565-2213.

Supply and Equipment Standards

A. Equipment and Supply Standards Defined.

1. Equipment/Materials to be supplied by Contractor. Unless otherwise provided in the Contract requirements and specifications, Contractor shall furnish all labor, supplies, and equipment required for satisfactory performance of all of Contractor's duties under this Agreement. Contractor shall provide workers with appropriate tools for successful completion of job, such as measuring cups, brushes, towels, and vacuums, etc. Contractor shall also furnish all necessary chemicals, paper products, cleaning clothes, both wet and dry mop heads, hand soaps, polish, shampoo, floor finish and emulsifiers required for the Work. Contractor shall also supply, at no cost to the County, a standing inventory of twelve dispensers each of the following items for the purpose of replacing malfunctioning or damaged dispensers as they occur: paper towel, toilet paper, seat covers, and soap dispensers. It is Contractor's responsibility to supply each employee with sufficient supplies so as to ensure that needed products will be available. County reserves the right to provide all necessary supplies, at the expense of Contractor, if Contractor fails to provide the necessary items.
2. County Approval. County shall have the right to inspect any material/equipment used in performance of this Contract to confirm such materials/equipment comply with applicable requirements. Equipment, supplies, or services that fail to comply with the specifications herein are subject to rejection by County, at the option of County representative. County's rejection of equipment, supplies, or services hereunder shall not relieve Contractor from any performance obligations hereunder.
3. Product Standards; Compliance with Laws; Indemnity.
 - a. Compliance with Laws. All products used within the County Complex and at the Department of Health Services shall meet or exceed all E.P.A., LEED's green cleaning standards, and Cal OSHA standards. Contractor shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, or used in or about County owned or leased premises by Contractor, its agents or employees, without the prior consent of County, which County shall not unreasonably withhold as long as Contractor demonstrates to County's satisfaction that such Hazardous Materials: (1) are necessary or useful to Contractor's satisfactory performance under this Agreement, and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements of any and all governmental agencies having jurisdiction over the management of such Hazardous Materials used or stored by Contractor under this Agreement, including all County policies regarding the same ("Hazardous Materials Laws") and (2) do not otherwise, due to the quantity, nature, or use of such Hazardous Materials, substantially increase the risk of pollution, fire, or other casualty to the County owned or lease premises. To

Exhibit 3
Supply and Equipment Standards

the extent any Hazardous Materials are used or kept by Contractor, or are present in or on County owned or leased premises as a result of Contractor's actions after the commencement of this Agreement, Contractor shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

b. Indemnity. If Contractor breaches the obligations stated in this Section 3 of Exhibit 3, or if Contractor's Hazardous Materials on or about County owned or leased Premises after the commencement of this Agreement results in environmental contamination of any kind, then Contractor shall indemnify, defend (with Counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of County owned or leased property, damages for the loss or restriction on use of rentable or usable space or of any amenity of said property, damages arising from any adverse impact on marketing of space in said property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of Hazardous Materials used or kept by Contractor, or Hazardous Materials present in or on County owned or leased premises as a result of Contractor's acts or omissions, and such have presented a breach or contamination, discharge, or release, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification of County by Contractor includes, without limitation, all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials in, on, or under County owned or leased premises. Without limiting the foregoing, if Hazardous Materials become present on County owned or leased premises on or after the Commencement Date which result in any contamination of said premises, or otherwise results in the release or discharge of Hazardous Materials on, under, or from said premises, Contractor shall promptly take all actions at its sole expense as are necessary to return said premises to the condition existing before such release or discharge of Hazardous Materials, provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on County owned or leased property, will not unreasonably interfere with County's use and enjoyment of other portions of said property, and will be performed in accordance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Agreement.

c. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" includes, without limitation, any pollutant, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined or designated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C.

Exhibit 3
Supply and Equipment Standards

§6901 et seq.), Sections 307, 311, or 502 of the Federal Water Pollution Control Act (33 USC §1317, §1321, and §1362); Sections 25115, 25117, 25122.7, 25141, 25316, or 25501 of the California Health and Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, State, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the commencement date of this Agreement.

4. Product Labeling; Hazard Communication; Personal Protective Equipment. Contractor shall have a written hazard communication program and shall inform its employees of the location and availability of such program. Contractor shall train its employees on the physical, chemical and biological agents used or present in the workplace. All products or chemicals used or stored by Contractor shall feature proper labels and shall be segregated to prevent potential hazardous mixing. Without limiting the foregoing, Contractor shall communicate hazards inherent to the work and the work location, including the presence of suspected asbestos-containing materials, and shall provide all employees with access to MSDS for all materials used or present at all County work sites. Contractor shall supply a set of MSDS for all materials in each janitorial closet. All containers must be properly labeled as to their contents and potential chronic health and target organ effects. All Contractor employees shall wear appropriate personnel protective equipment in accordance with Contractor's Hazard Communication Program and the MSDS of the product in use.
5. Storage and Use of Flammable and Combustible Liquids. Flammable and combustible liquids shall not be used or stored in any close proximity to open flames or ignition sources. Flammable and combustible liquids and other hazardous materials shall be kept in closed containers when not in use.
6. Storage and Delivery of Supplies. All storage and delivery of supplies shall be the responsibility of Contractor. County will provide one centrally-located storage container. Contractor shall also have access to janitor closets, where present in a County-owned facility. County will also provide custodial closets for employees of Contractor, which closets will be keyed for Contractor and made available for the daily supply needs for each individual employee of Contractor. Contractor shall maintain all custodial closets and storage areas in a neat and clean fashion, free of odors, debris, and other nuisances.
7. Equipment Replacement Program. All equipment must be capable of providing high quality, commercial grade janitorial service. Equipment designed for only light type, residential duty will not be permitted. Equipment must be replaced when obsolete or defective. County reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in County's evaluation.

Exhibit 3
Supply and Equipment Standards

8. Damage. Upon notice to Contractor, Contractor shall repair, at Contractor's sole cost and expense, any damages to County owned or leased property, or any fixtures therein, if such damages result from or arise out of Contractor's work. Such repairs shall be completed to the satisfaction of County within five (5) calendar days of County's notice to Contractor.
9. Dilution of Chemicals. Chemicals shall be diluted according to manufacturer's instructions. Each employee shall be provided with a measuring cup to facilitate this process.

B. Required Supply Items.

1. Approved Chemical and Product Standards. All products must be approved by County representative prior to use on County's account.
2. LEED Documentation Requirements. County has adopted LEED's green cleaning requirements as part of LEED EBOM EQ credits 3.4-3.6, which are listed below in this Section B. Contractor must abide by this policy, as more particularly set forth herein. Contractor's failure to familiarize itself with the policy shall constitute a material breach of this Agreement. Contractor must supply monthly supply purchasing information consisting of the following information:
 - a. Date of purchase
 - b. Item purchased
 - c. Cost per item
 - d. Quantity purchased
 - e. Product category (cleaning product, disinfectant, paper products/bags, or hand soaps)
 - f. Sustainability Criterion (as specified below in sections 3.a-d, 4.a-f, 5.a-g, and 6.a-c)
3. General purpose, bathroom, glass and carpet cleaners must meet one or more of the following standards:
 - a. Green Seal GS-37
 - b. Environmental Choice CCD-110, for cleaning and degreasing compounds
 - c. Environmental Choice CCD-146, for hard surface cleaners
 - d. Environmental Choice CCD-148, for carpet and upholstery care
4. Disinfectants, metal polish, or other products not subject to the above standards must meet one or more of the following standards for the appropriate category:
 - a. Green Seal GS-40, for industrial and institutional floor care products
 - b. Environmental Choice CCD-112 for digestion additives for cleaning and odor control
 - c. Environmental Choice CCD-113 for drain or grease traps additives
 - d. Environmental Choice CCD-115 for odor control additives
 - e. Environmental Choice CCD-147 for hard floor care

Exhibit 3
Supply and Equipment Standards

- f. California Code of Regulations maximum allowable VOC levels for the specific product category.
- 5. Disposable janitorial paper products and trash bags that meet the minimum requirements of one or more of the following programs for the applicable product category:
 - a. US EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic
 - b. Trash Can Liners
 - c. Green Seal GS-09 for paper towels and napkins
 - d. Green Seal GS-01 for tissue paper
 - e. Environmental Choice CCD-082 for toilet tissue
 - f. Environmental Choice CCD-086 for hand towels
 - g. Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
- 6. Hand soaps meet one or more of the following standards:
 - a. No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - b. Green Seal GS-41 for industrial hand cleaners
 - c. Environmental Choice CCD-104 for hand cleaners and hand soaps
- 7. Supply Stock. Contractor shall maintain sufficient reserves of all supplies necessary to perform the work hereunder. County suggests two weeks of all supply stock should be maintained at any given time. Upon request, Contractor shall provide a monthly equipment/supply inventory control sheet in a content and format specified by County.

C. Equipment Standards. All equipment must be approved by County representative prior to use *on County's account*. Liquidated damages may be assessed if, at any time during the term of this Agreement, Contractor is unable to perform its obligations due to inadequate, damaged, or missing equipment.

- 1. Required LEED Equipment Standards. County has adopted LEED's green cleaning requirements as part of LEED EBOM EQ credits 3.7, which are listed below in this Section C. At least 20% (based on cost) of Contractor's equipment purchased must meet the requirements listed in this Section C2 – C10. Contractor must supply monthly equipment purchasing information consisting of the following information:
 - a. Date of purchase
 - b. Item purchased
 - c. Cost per item
 - d. Quantity purchased
 - e. Sustainability Criterion (as specified below in Sections C2 – C10)
- 2. Vacuum cleaners must be certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate with a sound level of less than 70 dBA.

Exhibit 3
Supply and Equipment Standards

3. Carpet extraction equipment used for restorative deep cleaning must be certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
4. Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers must be equipped with vacuums, guards, and/or other devices for capturing fine particulates and operate with a sound level of less than 70 dBA.
5. Propane-powered floor equipment must have high-efficiency, low-emissions engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level of less than 90 dBA.
6. Automated scrubbing machines must be equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
7. Battery-powered equipment is equipped with environmentally preferable gel batteries.
8. Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.
9. Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
10. All powered cleaning equipment is routinely maintained to optimize performance.

D. Additional Required Equipment Standards. In addition to the above required LEED equipment standards, equipment used at County facilities must meet the following standards:

1. Vacuum cleaners will be of industrial type, with a particle containment of at least 99.6% at .3 microns or better with a top-filling disposable filter bag which is HEPA approved and is housed inside a plastic casing. The brushes on the agitator shall be no shorter than an eighth of an inch in length; filter bags will be changed weekly, or as needed and are subject to inspection, including drive belts.
2. Contractor shall provide 25 HEPA bag kits every 120 days. Contractor will have on hand 25 Hepa filter bags each day services are provided. Bags and filter systems will be replaced when bag is over half-full with vacuum collected debris.
3. Contractor shall have at least two fully functional vacuums available for back up use in the event of an equipment malfunction.

Exhibit 3
Supply and Equipment Standards

E. Floor Service Equipment List. Workers performing floor service will have their own standard set of equipment, listed below. Contractor will also have one additional scrubber available as a back up unit in case of equipment failure.

1. One edge vacuum, backpack type; complete with all the necessary bags and attachments, including hoses, wands, and fluted tips.
2. Three hand-held brushes for stubborn dirt removal.
3. One low speed (under 200 RPM) scrubbing buffer with a range of standard industry attachments for complete hard floor and carpet care. Contractor will also have available all necessary drive blocks to perform all phases of hard floor care, carpet care, and tiled floor cleaning (grit brushes) as found in restrooms and kitchens.
4. One high speed burnisher capable of at least 1500 RPM complete with air filtration/dust containment system and white boar hair reinforced, high speed burnisher pads. Each burnisher shall have at least five brand new pads for each work day.
5. One extractor with all necessary equipment, hoses, and wands necessary for all forms of extraction. Each extractor must have at least 125 feet of vertical lift to qualify as being in good working order.
6. One hand-held extractor with all necessary equipment, hoses, and wands necessary for all forms of extraction.
7. One hand-held pump sprayer and back-up unit for applying shampoo to carpets prior to using the Tenant R3 or when an extractor is being used.
8. At least four functional turbo-fans per crew to expedite drying time of flooring after it has been properly serviced.
9. Three seven gallon or larger mop buckets with gear press wringers.
10. Spider web removal devices with telescopic extension exceeding eighteen feet, for the removal of spider webs along interior walls, exterior entries, inside and out.
11. At least four "Wet Floor" signs.

D. Communication Devices. Contractor shall provide all shift supervisors with communication devices, such as cell phones or "walkie talkies," so as to ensure that Contractor's staff may be in contact as necessary throughout the entire work shift.

COUNTY OF SONOMA
ASBESTOS NOTIFICATION PROGRAM

REQUIREMENTS FOR CONTRACTORS DOING WORK IN COUNTY FACILITIES

ASBESTOS CONTAINING MATERIALS (ACM)
IN COUNTY OF SONOMA FACILITIES

1. Contact Facilities Operations, (707) 565-2550, before commencing any work in County-owned Facilities so that Facilities Operations staff can provide you with information regarding the location of any ACM in the facility. Many County buildings do contain asbestos. Most building have been inspected and locations of asbestos containing lagging, insulation, flooring and other building material have been identified.
2. You are required to contact Facilities Operations before starting work and to comply with Facilities Operations asbestos construction standards if your project involves working around ACM.

I have read this notice and agree to comply with the requirement of #1 and #2 stated above.

Chris Cahn

Contractor's Signature

County of Sonoma - Countywide Janitorial Services

Name of Project

Date _____

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Board of Supervisors Public Works
Public Information Human Resources
County Administrator Risk Management
County Counsel

FACILITY/BUILDING NAME: Administration Building

FACILITY/BUILDING ADDRESS: 575 Administration Drive

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Throughout Building</u>	<u>Heating, ventilation, and</u> <u>above ceiling Air</u> <u>Conditioning (HVAC) Pipe</u> <u>Lagging</u>
<u>Walls</u>	<u>Floor tiles and Mastic</u> <u>Presumed Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Ag Commission Communications
County Clerk-Elections Reprographics
U.C. Cooperative Extension

FACILITY/BUILDING NAME: Agriculture/Stores Building

FACILITY/BUILDING ADDRESS: 2604 Ventura Avenue

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Laboratory</u>	<u>Laboratory Countertop-</u> <u>Enclosed with laminate</u> <u>countertop</u>
<u>Room 101P</u> <u>Mechanical Room and Adjacent</u>	<u>Pipe Lagging</u>
<u>Throughout Building</u>	<u>Flooring</u> <u>Duct sealant</u> <u>HVAC systems</u>
<u>Walls</u>	<u>Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Ag Commission

Animal Regulation

FACILITY/BUILDING NAME: Animal Shelter Administrative Building

FACILITY/BUILDING ADDRESS: 1274 Century Court

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Throughout Building</u>	<u>Flooring</u>
<u>Walls</u>	<u>Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): AssessorAuditor-ControllerRecorderTreasurer-Tax CollectorFACILITY/BUILDING NAME: Fiscal BuildingFACILITY/BUILDING ADDRESS: 585 Fiscal Drive

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

BUILDING/AREA:TYPE OF ACM

<u>Mechanical Room</u>	<u>Spray-on Fire Proofing. Transite Walls (Transite is cement sheeting material containing asbestos for durability and insulation. Very hard and completely non-friable.)</u>
<u>Throughout Building</u>	<u>Heating, Ventilation, Air Conditioning (HVAC) pipe lagging. Pipe lagging or duct insulation material is used to minimize the heat loss of the air or water in pipe. This material does not come into contact with the air or water in the pipe or duct.</u>
<u>Walls</u>	<u>Joint Compound assumed to contain asbestos</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): General Services

FACILITY/BUILDING NAME: Central Mechanical Plant—Facilities Operations

FACILITY/BUILDING ADDRESS: 2680 Ventura Ave.

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Throughout Building</u>	<u>Pipe Lagging</u> <u>Flooring</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): CoClerk/Registrar County OES Superior/Municipal Court
 District Attorney Probation Public Defender
 Law Library Sheriff

FACILITY/BUILDING NAME: Hall of Justice/Communications CenterFACILITY/BUILDING ADDRESS: 600Administration Drive

Inspection results for the above referenced building indicate the presence of Asbestos
 Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Mechanical Room</u>	<u>Fireproofing on Beams</u>
<u>Throughout Building</u>	<u>Heating, Ventilation, Air</u> <u>(above ceiling) Conditioning</u> <u>(HVAC)</u> <u>Pipe Lagging</u> <u>Joint Compound</u>
<u>Probation annex</u>	<u>Acoustical ceiling</u>
<u>East secure stairwell</u>	<u>Acoustical ceiling</u>
<u>Old Main Jail/ Old S.O.</u>	<u>Fireproofing on all Beams</u> <u>and columns</u> <u>Pipe Lagging</u> <u>Flooring</u> <u>Joint Compound</u>
<u>Heating, Ventilation, Air Conditioning (HVAC)</u>	

The results of the laboratory analysis (bulk and/or air sampling) are available for your
 review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working
hours.

COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): County OES

FACILITY/BUILDING NAME: EMT Building

FACILITY/BUILDING ADDRESS: 160 Pythian Rd.

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Mechanical Room</u>	<u>Pipe Lagging</u>
<u>Throughout Building</u>	Heating, Ventilation, Air (above ceiling) Conditioning (HVAC) <u>Pipe Lagging</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Health ServicesFACILITY/BUILDING NAME: See Below

FACILITY/BUILDING ADDRESS:

Inspection results for the below referenced buildings indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>3333 Chanate Road, Chanate Hall</u>	
<u>First Floor</u>	<u>Flooring</u>
<u>Above sheetrock ceilings</u>	<u>Sprayed Acoustic</u>
<u>3313 Chanate Road, Laboratory</u>	
<u>Mechanical Room</u>	<u>Pipe Lagging</u>
<u>Store Room</u>	<u>Pipe Lagging</u>
<u>Lab Ceiling</u>	<u>Sprayed Acoustic</u>
<u>Lab</u>	<u>Flooring</u>
<u>3420 Chanate Road, Children's Clinic</u>	
<u>Mechanical Room</u>	<u>Pipe Lagging</u>
<u>Walls</u>	<u>Presumed Joint Compound</u>
<u>3420 Chanate Road, Portable Bldg.</u>	
<u>Exterior Walls</u>	<u>Transite</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Health ServicesFACILITY/BUILDING NAME: See BelowFACILITY/BUILDING ADDRESS: See Below

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
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35 Maria Drive, PetalumaLeased BuildingBathroomLinoleum FloorBridges House #2 175 A Pythian Rd., Santa RosaBridges House #3 179 Pythian Rd., Santa RosaBridges House #4 183 Pythian Rd., Santa RosaBridges House #5 187 Pythian Rd., Santa RosaWalls throughoutPresumed asbestos-containing joint compound.Unity House 920 W. 8th St., Santa RosaWalls throughoutPresumed asbestos-containing joint compound

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Health Services

FACILITY/BUILDING NAME: See Below

FACILITY/BUILDING ADDRESS:

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Norton Center 3322 Chanate Rd.</u>	
<u>Throughout Bldg.</u>	<u>Flooring Under Carpet</u>
<u>Mechanical Room</u>	<u>Pipe Lagging</u>
<u>Crawl Space</u>	<u>Pipe Lagging</u>
<u>Chanate Hall 3333 Chanate Rd.</u>	
<u>Floors</u>	<u>Flooring</u>
<u>Mechanical Room</u>	<u>Pipe Lagging</u>
<u>821 Cloverdale Ave., Cloverdale</u>	
<u>Mental Health Outreach</u>	

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Health ServicesFACILITY/BUILDING NAME: See Below

FACILITY/BUILDING ADDRESS:

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/ AREA</u>	<u>TYPE OF ACM</u>
<u>1360 McDowell Blvd., Petaluma</u>	
Throughout Bldg.	Flooring
Kitchen and Bathroom	Linoleum Flooring
<u>337 W. Napa St., Sonoma</u>	
Throughout Bldg.	Linoleum & Tile Flooring
<u>Orenda Center</u>	
Throughout Bldg.	Linoleum Areas Under Carpeting
	<u>Renovated, Sprayed Ceiling</u>
Walls	Joint Compound

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Health ServicesFACILITY/BUILDING NAME: See Below

FACILITY/BUILDING ADDRESS:

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>16355 4th St., Guerneville</u>	<u>Flooring & Transite in wall</u>
<u>825 4th St., Santa Rosa, TASC</u>	<u>Pipe Lagging and HVAC</u>
<u>(Leased)</u>	<u>Duct Wrapping in attic</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Agriculture Commissioner Fleet Operations
Public Works-Soils Testing UC Cooperative Extension
Sealer of Weights & Measures

FACILITY/BUILDING NAME: Services Building

FACILITY/BUILDING ADDRESS: 2688 Ventura Avenue

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Ag Commissioner's Warehouse</u>	<u>Heater Piping, Lagging</u>
<u>Room 104S</u>	
<u>Fleet Operations</u>	<u>Heater Piping, Lagging</u>
<u>Room 105S</u>	
<u>Office Walls/Garage Side</u>	<u>Transite Walls</u>
<u>Soils Testing Laboratory</u>	<u>Transite Walls</u>
<u>Floors</u>	<u>Vinyl Asbestos Tiles</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Human Services

FACILITY/BUILDING NAME: Main Building/Family & Children's Bldg.

FACILITY/BUILDING ADDRESS: 2550 Paulin Dr./2300 Professional Dr.

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>2550 Paulin Drive</u>	
<u>Above Ceilings</u>	<u>Sprayed-on Acoustical</u>
<u>Throughout Building</u>	<u>Heating, Ventilation, Air Conditioning (HVAC)</u>
	<u>Pipe Lagging</u>
<u>Floors</u>	<u>Vinyl Asbestos Tile</u>
<u>Walls</u>	<u>Joint Compound</u>
<u>2300 Professional Drive</u>	
<u>Attic</u>	<u>HVAC Duct Lagging</u>
<u>Flooring</u>	<u>Vinyl Asbestos Tile</u>
<u>Walls</u>	<u>Sheet Rock/Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Human Services

FACILITY/BUILDING NAME: Valley of the Moon Children's Home
FACILITY/BUILDING ADDRESS: 55 No. Pythian Road

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

NO REPORT NEEDED.

FACILITY/BUILDING NAME: V.O.M.C.H. Classroom

FACILITY/BUILDING ADDRESS: 155 Pythian Road, Santa Rosa

<u>Flooring</u>	<u>Vinyl Asbestos Floor Tiles</u>
<u>Water Heater Closet</u>	<u>Transite asbestos wall board</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: JULY 2003

DEPARTMENT: Information Systems

FACILITY/BUILDING NAME: Information Systems

FACILITY/BUILDING ADDRESS(ES): See below

Inspection results for the below-referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA</u>	<u>TYPE OF ACM</u>
1. <u>I.S.D. Building 2615 Paulin Dr.</u>	
a. <u>Walls</u>	<u>Joint Compound</u>
b. <u>Floors</u>	<u>Vinyl floor tile</u>
2. <u>I.S.D. 2300 Professional Dr.</u>	
a. <u>Walls</u>	<u>Joint Compound</u>
b. <u>Floors</u>	<u>Vinyl floor tile</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Permit and Resource ManagementFACILITY/BUILDING NAME: Permit and Resource Management Bldg.FACILITY/BUILDING ADDRESS: 2550 Ventura Ave./410 Fiscal Drive

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Mechanical Room</u>	<u>Transite Walls</u>
<u>Throughout Building</u>	<u>Pipe Lagging</u>
<u>Above the Ceiling</u>	<u>Heating, Ventilation</u>
	<u>Air Conditioning (HVAC)</u>
<u>Flooring</u>	<u>Pipe Lagging</u>
<u>Walls</u>	<u>Vinyl Asbestos Tile</u>
	<u>Presumed Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Regional Parks

FACILITY/BUILDING NAME: Regional Parks Main Office/Vets Buildings/Parks

FACILITY/BUILDING ADDRESS: See Below

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
1. <u>Cloverdale:</u>	
<u>Boiler Room</u>	<u>Pipe Lagging</u>
<u>Throughout Building</u>	<u>Vinyl Floor Tiles</u>
<u>Walls</u>	<u>Joint Compound</u>
2. <u>Cotati:</u>	
<u>Walls</u>	<u>Joint Compound</u>
<u>Throughout Building</u>	<u>Vinyl Floor Tiles</u>
3. <u>Guerneville:</u>	
<u>Throughout Building</u>	<u>Vinyl Floor Tiles/ Linoleum</u>
<u>Walls</u>	<u>Presumed Joint Compound</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Regional Parks

FACILITY/BUILDING NAME: (Cont'd)

FACILITY/BUILDING ADDRESS: Veterans' Buildings

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
4. <u>Occidental:</u>	
Floors	Floor Tiles
Walls	Joint Compound
5. <u>Petaluma:</u>	
Throughout Building	HVAC Pipe Lagging
Walls	Joint Compound
6. <u>Santa Rosa:</u>	
Exterior Walls	Surfacing Compound
Throughout Building	Flooring Covered By New
	Tile
7. <u>Sebastopol:</u>	
Walls	Small Amount of Flooring
	Joint Compound
8. <u>Sonoma:</u>	
Walls	Presumed Joint Compound
Throughout Bldg/Dining Rm.	Plaster Ceiling/Vinyl Floor
	Tile
9. <u>Hood Mountain (Johnson) Maintenance Shop</u>	
Walls	Joint Compound
Bath and kitchen floors	Linoleum

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Sheriff

FACILITY/BUILDING NAME: Guerneville, Sonoma, and Lake Sonoma Substations

FACILITY/BUILDING ADDRESS: 1st & Church St., Grv./16717 Sonoma Hwy.

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
<u>Guerneville Substation</u>	
<u>Throughout Building</u>	<u>Vinyl Floor</u>
	<u>Tile & Linoleum Flooring</u>
<u>Walls</u>	<u>Presumed Joint Compound</u>
<u>Sonoma Substation</u>	
<u>Throughout Building</u>	<u>Vinyl Floor Tile</u>
<u>Walls</u>	<u>Presumed Joint Compound</u>
<u>Lake Sonoma Substation</u>	
<u>Walls</u>	<u>Joint Compound</u>

FACILITY/BUILDING NAME North County Detention Facility

FACILITY/BUILDING ADDRESS 2250 Ordnance Rd., Santa Rosa

<u>BUILDING/AREA:</u>	<u>TYPE OF ACM</u>
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400 Bldg. Administration/Support

<u>West Exterior Wall Panels Under Windows</u>	<u>Transite asbestos</u>
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The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Sonoma County Fairgrounds

FACILITY/BUILDING NAME: 1350 Bennett Valley Road

FACILITY/BUILDING ADDRESS:

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/ AREA</u>	<u>TYPE OF ACM</u>
<u>Administration</u>	<u>Acoustical Tile (Suspected)</u>
<u>Finley Hall</u>	<u>Cement-Asbestos Siding (Suspected)</u>
<u>V.G. Garrett Bldg. (Arts & Crafts)</u>	<u>Ceiling Tile (Suspected)</u>
<u>E.C. Kraft Bldg.</u>	<u>Cement-Asbestos Siding (Suspected)</u>
<u>Jockey Quarters</u>	<u>Cement-Asbestos Siding (Suspected)</u>
<u>Shop I (Mechanics)</u>	<u>Pipe Insulation (Possible?)</u>
<u>Shop II (Storage)</u>	<u>Plop Insulation (Possible?)</u>
<u>Racing Grandstand/Freight Elevator</u>	<u>Asbestos Walls (Suspected)</u>
<u>Hog Barn/Roof</u>	<u>Asbestos Roof Material</u>
<u>Carpenter's Shop (Shop III)</u>	<u>Insulation (Suspected)</u>
<u>Racing Secretary's Office Ceiling</u>	<u>Ceiling Tile (Suspected)</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Water Agency

FACILITY/BUILDING NAME: Russian River Treatment/Sonoma Valley T.P.

FACILITY/BUILDING ADDRESS: Treatment Plants

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/ AREA</u>	<u>TYPE OF ACM</u>
<u>Russian River T.P., Lab Hood</u>	<u>Transite Hood Walls</u>
<u>Sonoma Valley T.P., Generator</u>	<u>Lagging on Exhaust Pipe</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): Probation D.A.
Records Sheriff
Superior Court County Clerk
Public Defender

FACILITY/BUILDING NAME: Los Guilicos

FACILITY/BUILDING ADDRESS: 155 N. Pythian Road

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/ AREA</u>	<u>TYPE OF ACM</u>
1. <u>Probation Administration Building</u>	
<u>Kitchen</u>	<u>Transite Ceiling</u>
<u>Mechanical Room</u>	<u>Pipe Insulation</u>
2. <u>Maintenance Shop</u>	
<u>Mechanical Room</u>	<u>Pipe Insulation</u>
<u>Entire Building</u>	<u>Heater Pipe Insulation</u>
3. <u>Laundry</u>	
<u>Washroom</u>	<u>Hot water Pipe Insulation</u>
4. <u>Alegre, Bonita, Felice, Bella, Sierra Bldgs (identical)</u>	
<u>Throughout Bldg. Above Ceilings</u>	<u>HVAC Pipe Lagging</u>
<u>Throughout Bldg.</u>	<u>Transite Walls</u>
<u>Floors</u>	<u>Asbestos Tiles</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

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COUNTY OF SONOMA

SUMMARY OF ASBESTOS INSPECTION RESULTS

DATE: July, 2003

DEPARTMENT(S): ProbationFACILITY/BUILDING NAME: Los GuilicosFACILITY/BUILDING ADDRESS: 155 N. Pythian Road

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/ AREA</u>	<u>TYPE OF ACM</u>
2. <u>Classrooms (9)</u>	
<u>Mechanical Room (single)</u>	<u>Pipe Insulation</u>
<u>Floors</u>	<u>Asbestos</u>
3. <u>Casa Manana (Administration)</u>	
<u>Mechanical Room</u>	<u>Pipe Insulation</u>
<u>Heater Pipes, Under Floor</u>	<u>Pipe Insulation</u>
<u>Floors</u>	<u>Asbestos Tiles</u>
4. <u>Auditorium</u>	
<u>Ceiling</u>	<u>Sprayed on Insulation</u>
<u>Roof</u>	<u>Transite Asbestos</u>
5. <u>Crime Lab</u>	
<u>Mechanical Room</u>	<u>Pipe Insulation</u>
<u>Floors</u>	<u>Asbestos Tiles</u>

COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

July 2003

DEPARTMENT: Probation

FACILITY/BUILDING NAME: Probation Youth Camp

FACILITY/BUILDING ADDRESS: 6201 Eastside Rd., Forestville

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA</u>	<u>TYPE OF ACM</u>
<u>Walls (throughout)</u>	<u>Presumed joint compound</u>

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COUNTY OF SONOMA
SUMMARY OF ASBESTOS INSPECTION RESULTS

July 2003

DEPARTMENT: Sutter Hospital

FACILITY/BUILDING NAME: Sutter Hospital
FACILITY/BUILDING ADDRESS: 3325 Chanate Rd., Santa Rosa

Inspection results for the above referenced building indicate the presence of Asbestos Containing Materials (ACM) in the following areas:

<u>BUILDING/AREA</u>	<u>TYPE OF ACM</u>
<u>Throughout Bldg. Above Ceilings</u>	<u>HVAC Pipe Lagging</u>
<u>Floors</u>	<u>Presumed Vinyl Asbestos Flooring</u>
<u>Structural Steel and Concrete Beams</u>	<u>Fireproofing</u>

The results of the laboratory analysis (bulk and/or air sampling) are available for your review at the Facilities Operations Office, 2680 Ventura Avenue, during normal working hours.

Exhibit 5
FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE
Procurement Contracts (non-subawards)
Construction (TPW Caltrans Spec.) and Services Agreements
[Version 1-3-22]

1. DEFINITIONS

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.5 Agreement** or “**Contract**” means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

2. GENERAL REQUIREMENTS

- 2.1** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.¹ 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

¹ Code of Federal Regulations (“CFR”).

² United States Code (“USC”).

- 2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.6 INTENTIONALLY OMITTED
- 2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

- 3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2 Contractor agrees to provide County, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3 In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

- 4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.6 Contractor agrees to the provisions of Exhibit A-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit A-1, Contractor is the "prospective lower tier participant."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

- 6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)
Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 6.1** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 6.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers, or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further requirements are contained in the Davis-Bacon provisions (*see* 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. NOTICE OF REPORTING REQUIREMENTS

Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the “SF-425 Federal Financial Report Filing Instructions” (available at <https://www.fema.gov/media-library/assets/documents/28389>). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

10.1 Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11. RIGHTS TO INVENTIONS (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)
-NOT APPLICABLE-

12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess \$150,000)

12.1 Clean Air Act

12.1.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

12.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12.2 Federal Water Pollution Control Act

- 12.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

15. CHANGES

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

16.1 Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

16.2 Contractor shall file the required certification, Exhibit A-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000

17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. PROCUREMENT OF RECOVERED MATERIALS

18.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or

service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

20. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

22. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000 funded under the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, or Rehabilitation of High Hazard Potential Dams Program)

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, and applicable as to all contracts under the Contract Work Hours and Safety Standards (above, Section 8), Contractor shall comply as follows:

29 CFR 5.5(a)

(1) ***Minimum wages.***

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) ***Withholding.*** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) ***Payrolls and basic records.***
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees -*

- (i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) ***Subcontracts.*** The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) ***Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over \$2,000 where Davis-Bacon requirements also apply):***

(1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

24.1 A performance bond for 100 percent of the Agreement price, and

24.2 A payment bond for 100 percent of the Agreement price.

Exhibit A-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Chris Cahn

Digitally signed by Chris Cahn
DN: cn=Chris Cahn, gn=Chris Cahn, o=US United States (HUS)
United States
Reason: I am the author of this document
Location:
Date: 2023-01-23 13:32:08-00

Contractor Signature

January 23, 2023

Date

Exhibit A-2

APPENDIX A, 44 C.F.R. PART 18 –CERTIFICATION REGARDING LOBBYING *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, ABM Industry Groups, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Chris Cahn

Digitally signed by Chris Cahn
DN: cn=Chris Cahn, gn=Chris Cahn c=US, o=United States
Reason: I am the author of this document
Location:
Date: 2022.01.23 13:33:08.00

Contractor's
Authorized Official - Signature

District Manager

Title

January 23, 2023

Date

FEDERAL PROVISIONS- JANITORIAL SERVICES

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

EXHIBIT 6

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

EXHIBIT 6

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

EXHIBIT 6

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

EXHIBIT 6

Services Sites Billing and Rate Sheet

2023

1 of 2

57	North Coast Air Pollution	150 Matheson St, Healdsburg	2,000	T, F	Exhibit 7 - Section D Sites Billing and Rate Sheet	Yes		\$99.36	M-F		\$	537.36	\$	6,448.32
58	Sonoma Sheriff Sub - DHS side	810 Grove Street, Ste A, Sonoma	960	M, W, F		Yes		\$0.00	M-F		\$	497.71	\$	5,852.32
59	Sonoma Sheriff Substation	810 Grove Street, Ste B, Sonoma	Included in above	M, W, F				\$520.28			Yes		\$	6,243.36
												Total:	\$	2,263,945.20

Weekly Service													
Weekly Service Costs shall include MONTHLY cost for Routine Service.													
Building	Location Address	Approximate Ft	Sq	Full Service	Limited Service	Monthly Cost (in Dollars)	(in Note:						
60	Santa Rosa Veterans Building	1351 Maple Ave, Santa Rosa	38,836		T	\$	2,100.00	Currently serviced by County personnel					
61	Cotati Veterans Building	8505 Park Ave, Cotati	5,972		T	\$	1,459.64						
62	Petaluma Veterans Building	1094 Petaluma Blvd S., Petaluma	23,800		T	\$	1,946.19						
63	Sonoma Veterans Building	126 1st St W, Sonoma	16,200		T	\$	1,167.71						
64	Santa Rosa Road Yard	2173/2175 Airport Blvd, Santa Rosa	1,295	Th	M-W, F	\$	595.97	Day Cleaning Only					
65	Cotati Road Yard	6200 Valler Road, Cotati	2,709	T	Th	\$	306.41	Day Cleaning Only					
66	Guerneville Road Yard	14500 Armstrong Woods Road, Guerneville	1,020	W		\$	306.41	Day Cleaning Only					
67	Healdsburg Road Yard	17270 Healdsburg Ave, Healdsburg		M	W	\$	306.41	Day Cleaning Only					
68	Forestville Road Yard	6200 Packing House Road, Forestville	3,472	Th		\$	275.00	Day Cleaning Only					
69	Sonoma Road Yard	19722 Eight Street, Sonoma	7,000	F		\$	306.41	Day Cleaning Only					

Monthly Service													
Monthly Service Costs shall include MONTHLY cost for Monthly service.													
Building	Location Address	Approximate Ft	Sq	Service Day	Monthly Cost (in Dollars)	(in Note:							
70	Morgue basement	3306 Chanate Road, Santa Rosa	5,700	3rd Wed of Month	\$	335.10							
71	Cloverdale Office (DHS)	140 S Cloverdale Blvd, Cloverdale	840	Twice a Month	\$	136.33	Day Cleaning Only						

Quarterly Service													
Quarterly Service Costs shall include QUARTERLY cost for Quarterly Service. As described in Exhibit 1, Section D.													
Building	Location Address	Approximate Ft	Sq	Service Day	Quarterly Cost (in Dollars)	(in Note:							
72	Airport Fire Station	2194 Airport Blvd, Santa Rosa	542	TBD	\$	125.00							
73	Airport Terminal	2230 Airport Blvd, Santa Rosa	13,000	TBD	\$	90.70							
74	Airport Annex Offices	2262 Airport Blvd, Santa Rosa	950	TBD	\$	125.00							

Annual Service													
Annual Service Costs shall include ANNUAL cost for Annual Service. As described in Exhibit 1, Section E.													
Building	Location Address	Approximate Ft	Sq	Service Day	Annual Cost (in Dollars)	(in Note:							
75	Agriculture/UCCE window cleaning	133 Aviation Blvd, Santa Rosa	21,397	TBD	\$	300.00							

Work As Requested													
Work As Requested cost shall include HOURLY service and supply costs.													
Hourly Cost (in Dollars)													
76	Day Porter Services	\$	22.56										

Footnotes													
1	Weekend work must be done after 10pm												
2	Hourly Janitor - as requested work x estimated 200 hours												
3	Evening Service												
4	Day Cleaning before 4 pm												
5	Day cleaning before 4 pm, as described in Exhibit 1, Section H.												
*	Full Service is as described in Exhibit 1, Section B.												
**	Limited Service is as described in Exhibit 1, Section C.												
***	Floor Service/Deep Cleaning is as described in Exhibit 1, Section E.												
****	Daytime Service is as described in Exhibit 1 at Section G.												

Regular janitorial service is during the day. No additional Day Porter.

Currently serviced by County personnel

Total Base Bid/Year Costs	\$	2,376,881.96
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Exhibit 8

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District ("affiliated entities") shall be endorsed as additional insureds for liability

arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: QB160014.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma Purchasing, 2300 County Center Drive, Suite A208, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the

deductible or self-insured retention is increased.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit 9



County Master BPO Agreement #: _____

Contractor Quote Number: _____

Sample Master Blanket Purchase Order Agreement - Order

Reference is made to the following Master Blanket Purchase Order ("BPO") Agreement ("Contract") between the County of Sonoma ("County") and the below-named contractor/supplier ("Contractor").

Contractor shall perform the services, tasks, and/or work described below ("Work"), within the times or by the dates provided for herein. By executing this Order, the parties agree to be bound by all terms and conditions of that certain County of Sonoma BPO # _____ as though such Contract was entered into by and between the _____ and Contractor for the Work. County of Sonoma BPO # _____ and all terms and conditions set forth therein are hereby incorporated into this Order for the benefit of the _____, who is hereby granted the same rights, privileges and obligations granted to the County of Sonoma under such Contract.

Prior to commencement of the Work hereunder, Contractor agrees to provide evidence of insurance as required by the Contract for the benefit of the _____, which insurance shall name _____ as an additional insured.

PROJECT/TASK NAME: _____

LOCATION: _____

DEPARTMENT/AGENCY LEAD: All invoices and formal notices shall be sent Attention of stated Lead and named Department

Project Lead Name: _____

Dept./Agency: _____

Email: _____

Phone: _____

CONTRACTOR: _____

Company Name: _____

Lead Contact: _____

Email: _____

Phone: _____

Key Personnel (if applicable): _____

Email: _____

Authorized Subcontractors (if applicable) (Subcontractors must also provide insurance as referenced above): _____

SCOPE OF WORK AND RATES/PRICE: _____

Work/Project-Specific Requirements: _____

Deliverables: _____

Timeframe: Start Date(s):	End Date(s) (or) Ongoing Until Notified by County:	Reports:
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Rates/Price/Compensation:	<input type="checkbox"/> Per Contract <input type="checkbox"/> Prevailing Wage Rates <input type="checkbox"/> See Attached Scope/Quote/Estimate for Applicable Terms and Conditions <input type="checkbox"/> Other: _____
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In the event of any conflict between any attachment and this Order, the provisions of this Order shall control. In the event of any conflict between this Order and the Contract (Master Blanket Purchase Order Agreement), the Contract shall control.

SUPPLIER / CONTRACTOR:	DEPT / AGENCY:
BY: _____ SUPPLIER/CONTRACTOR SIGNATURE	BY: _____ PROJECT LEAD SIGNATURE
BY: _____ PRINT NAME	_____ DATE
_____ DATE	BY: _____ AUTHORIZED SIGNATURE
	_____ DATE







Countywide Janitorial Contract For Signature

Final Audit Report

2023-02-10

Created:	2023-02-10
By:	Chelsea Woodworth (Chelsea.Woodworth@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ45eYOMKIRgubGKSSRYPqcq5ERjIt2MM

"Countywide Janitorial Contract For Signature" History

-  Document created by Chelsea Woodworth (Chelsea.Woodworth@sonoma-county.org)
2023-02-10 - 7:23:03 PM GMT
-  Document emailed to chris.cahn@abm.com for signature
2023-02-10 - 7:32:22 PM GMT
-  Email viewed by chris.cahn@abm.com
2023-02-10 - 7:34:55 PM GMT
-  Signer chris.cahn@abm.com entered name at signing as Chris Cahn
2023-02-10 - 7:49:43 PM GMT
-  Document e-signed by Chris Cahn (chris.cahn@abm.com)
Signature Date: 2023-02-10 - 7:49:45 PM GMT - Time Source: server
-  Agreement completed.
2023-02-10 - 7:49:45 PM GMT