

Agreement for Janitorial Services

This agreement ("Agreement") is by and between **Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District** (collectively referred to as "Sonoma Water") and **James Furuli Investment Co., Inc., dba Environmental Dynamics**, ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Service Provider represents that it is a duly qualified and bonded janitorial services firm.
- B. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- C. Under this Agreement, Service Provider will provide janitorial services at Sonoma Water facilities.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work and Cleaning Specifications
 - b. Exhibit B: Schedule of Costs
 - c. Exhibit C: Agreement Memorandum
 - d. Exhibit D Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Service Provider's Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided

for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

- 3.2. *Agreement Memorandum:* The Scope of Work in Exhibit A may be modified if required based on changed circumstances or emergency conditions, and Schedule of Costs in Exhibit B may be modified or reduced accordingly, when agreed to by execution of an Agreement Memorandum (Exhibit C).
- 3.3. *Cooperation with Sonoma Water:* Service Provider shall cooperate with Sonoma Water in the performance of all work hereunder. Service Provider shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Service Provider
Project Manager: David Royall 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1892 Email: David.Royall@scwa.ca.gov	Contact: James Furuli 1320 Commerce Street, Suite T Petaluma, 94954 Phone: (707) 762-9224 Email: edadmin@envdynamics.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Same as above

- 3.4. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.5. *Assigned Personnel:*
- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Service

Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Sonoma Water.

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs for Tasks 1-6 shall not exceed \$162,270 per year.
- b. Total costs for Optional Task 7 (COVID-19 extra cleaning) shall not exceed \$25,000 per year.
- c. Total costs for Optional Task 8, if requested in an Agreement Memorandum (Exhibit C) by Sonoma Water, shall not exceed \$25,000.
- d. Costs shall be reduced on a weekly basis per location in the event that any Sonoma Water facility is closed during a declared emergency for a week or more.

4.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms: Service Provider shall be paid in accordance with the following terms: Service Provider shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

4.3. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Service Provider name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code Y0005M037, T0160M037, V0012M004, and R0012M004
- d. Task performed with an itemized description of services rendered by date

- e. Summary of work performed by subconsultants, as described in Paragraph 13.4
- f. Time in quarter hours devoted to the task

4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.5. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider 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.
- b. If Service Provider does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 4.5.a, then Sonoma Water 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, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 14 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.6. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2020/2021	\$212,270
2021/2022	\$187,270

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.

- ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. The initial term of this Agreement shall be from July 1, 2020 (Effective Date") to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have three options to extend this Agreement for a period of one year each beyond the initial term, on all provisions contained in this Agreement, including monthly cost, by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article and of the first extension option.

5.2. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.

6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider 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, Sonoma Water may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Sonoma

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

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Service Provider 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 Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider.

7. INDEMNIFICATION

- 7.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District, their 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 Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency, Russian River County Sanitation District, or Sonoma Valley County Sanitation District based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, Russian River County Sanitation District, or Sonoma Valley County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Russian River County Sanitation District, or Sonoma Valley County Sanitation District. Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District shall have the right to select their legal counsel at Service Provider's expense, subject to Service Provider'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 Service Provider

or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. 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 Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider 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 Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider 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 Sonoma Water.

11. REPRESENTATIONS OF SERVICE PROVIDER

- 11.1. *Status of Service Provider:* The parties intend that Service Provider, 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. Service Provider is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Service Provider expressly agrees that it shall

have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 11.2. *No Suspension or Debarment:* Service Provider 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. Service Provider 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.
- 11.3. *Taxes:* Service Provider 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. Service Provider agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 11.4. *Records Maintenance:* Service Provider 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 Sonoma Water for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 11.5. *Conflict of Interest:* Service Provider 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. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 11.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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, Service Provider expressly acknowledges and agrees that this Agreement is 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.

- 11.7. *Nondiscrimination:* Service Provider 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 11.8. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

12. DEMAND FOR ASSURANCE

- 12.1. 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 12 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

13. ASSIGNMENT AND DELEGATION

- 13.1. *Consent:* 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.

- 13.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 13.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 13.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 13.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 13.2:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 13.4. *Summary of Subconsultants' Work:* Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

14. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 14.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.3.
- 14.2. *Receipt:* 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission 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 Article 14.

15. **MISCELLANEOUS PROVISIONS**

- 15.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 15.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.3. *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. Service Provider and Sonoma Water 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. Service Provider and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.4. *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.
- 15.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.6. *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 in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 15.7. *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.
- 15.8. *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

[illegible]

- [illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 19/20-061

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

**James Furuli Investment Co., Inc., dba
Environmental Dynamics**, a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July 14, 2020

By: _____
James C. Furuli
President

Date: _____

Date: _____

Exhibit A

Scope of Work and Cleaning Specifications

1. LOCATION AND FREQUENCY

Location	Frequency (Days/Week)
Sonoma County Water Agency Administration Offices 404 Aviation Boulevard, Santa Rosa, CA	Monday – Friday (5)
Sonoma County Water Agency Operations and Maintenance Offices 204 Concourse Boulevard, Santa Rosa, CA	Monday – Friday (5)
Sonoma County Water Agency Fisheries Environmental Lab 800 Aviation Boulevard, Santa Rosa, CA	Monday – Friday (5)
Sonoma County Water Agency Fisheries Environmental Lab 806 Aviation Boulevard, Santa Rosa, CA	Monday – Friday (5)
Sonoma County Water Agency Water Education Building 9703 Wohler Road, Forestville, CA	Friday (1)
Sonoma Valley County Sanitation District Treatment Plant 22675 8th Street, Sonoma, CA	Friday (1)
Russian River County Sanitation District Treatment Plant 18400 Neely Road, Guerneville, CA	Every other Friday (Twice per month)

2. GENERAL:

- 2.1. Perform cleaning tasks after 6:00 p.m. at each location as applicable.
 - a. Furnish labor, materials, equipment, and other services necessary for the complete janitorial cleaning specified under this Agreement. Use equipment and materials in accordance with manufacturer's instructions
 - b. Follow applicable government requirements, including OSHA specifications, CDC recommendations, and Sonoma County public health guidance.
 - c. Tasks and schedule may be modified in writing by Sonoma Water if required by changed circumstances or emergency conditions.
 - d. Sonoma Water will provide access key(s) to facilities and locked closets.

3. **TASKS**

3.1. General Cleaning:

- a. Perform general tasks as specified in paragraph 4, below (Cleaning Specifications) or modified cleaning specifications, when directed in writing by Sonoma Water at each location as applicable.

3.2. Restrooms:

- a. Fill and clean soap, paper towel, and toilet paper dispensers.
- b. Empty, clean, and disinfect waste receptacles and insert new liners.
- c. Empty, clean, and disinfect paper towel compost receptacles, if present.
- d. Clean and disinfect wash basins, counters, light switches and plates, and fixtures, with non-abrasive cleanser.
- e. Clean mirrors, chrome, and stainless steel, and polish to a shine.
- f. Wash and disinfect urinals and toilets as follows:
 - i. Use liquid toilet bowl cleaner to remove and prevent build-up of stains and deposits.
 - ii. Remove stains and clean under rims and flush holes.
 - iii. Clean and disinfect toilet seats, fixtures, and outside surfaces of urinals and toilets.
- g. Sweep and damp mop floor with disinfectant detergent solution.
- h. Pour a large pail of fresh water down floor drains
- i. Wash and disinfect walls, partitions, frames, doors, and door handles inside and out.

3.3. Office and Display Exploration and Lab Classrooms [Sonoma County Water Agency Water Education Building only]:

- a. Dust desks, office furniture, chairs, partitions and picture frames with a treated dust cloth; do not move or disturb paperwork or other materials.
- b. Clean tabletops, countertops, office furniture, and upholstered and hard-surfaced chairs. Chairs that are not stacked on the chair carts should remain where they are currently located.
- c. Dust and spot clean doors, frames, walls, counters, sills, baseboards and partitions, glass, inside windows, and exterior windows on entry doors.
- d. Empty, clean, and sanitize wastebaskets, and replace liners; empty and sanitize compost receptacles if present.
- e. Vacuum carpets.
- f. Damp mop non-carpeted flooring.
- g. Wipe down refrigerator exterior and clean sink in the kitchen area.

- 3.4. Covered Walkway and Breezeway [Water Education Building only]:
 - a. Sweep exterior entrances and patios, collect and remove debris, empty garbage cans and replace liners, clean garbage cans, clean exterior furniture as needed, carry or roll trash and recycle containers to exterior dumpster and dispose of trash and recycle into dumpster. Do not drag the trash bags.
- 3.5. Janitorial Closets:
 - a. Keep janitorial closet clean, orderly, neat, and locked when not in use.
 - b. Remove cobwebs.
 - c. Damp wipe doors, walls, frames, sills, counters, baseboards.
- 3.6. Breakrooms/Kitchens:
 - a. Clean sinks, counters, tables, microwave (inside/out), cabinet and refrigerator handles, and other high-touch surfaces in breakroom/kitchen areas, including sink areas in hallways.
- 3.7. Optional Task 7: COVID-19 extra cleaning.
 - a. Do not proceed with this task unless requested by Sonoma Water. Request may be initiated with a phone call, to be followed with an Agreement Memorandum (Exhibit C).
 - b. Additional COVID-19 service shall coincide with the basic cleaning service normally scheduled. Additional hours will be spent disinfecting high touch surface areas, following CDC recommended cleaning procedures. High-touch surface include:
 - i. Doorknobs / locks / handles
 - ii. Light switches
 - iii. Counter, Table, and Desk top surfaces
 - iv. Phones
 - v. Keyboards, calculators, and mouse
 - vi. Workstation and conference room chair arms
 - vii. Restrooms surfaces including doors, counter tops, mirrors, sink faucet, soap dispenser, paper towel/dryer dispenser
- 3.8. Optional Task 8: Additional Services
 - a. Do not proceed with this task unless requested in writing by Sonoma Water.
 - b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Service Provider and Sonoma Water and described in an Agreement Memorandum (Exhibit C).

Deliverable	Due Date
To be determined	To be determined

4. CLEANING SPECIFICATIONS

CLEANING SPECIFICATIONS		
Facility General Cleaning	Once a Week	Each Time
Vacuum Carpets - Offices		X
Vacuum Carpets - Cubicles		X
Vacuum Carpets - Conference Rooms		X
Vacuum Carpets - Counter Area and Hallways		X
Vacuum Mats At Entrances and Exits		X
Spot Clean Carpets		X
Dust Mop Tile Floors		X
Damp Mop Tile Floors		X
Dust and Clean Offices, Computers, etc.		X
Dust High Areas		X
Dust Light Fixtures, Lamps, Pictures		X
Dust Filing Cabinets		X
Dust Partitions and Ledges		X
Dust Blinds	X	
Dust Window Sills	X	
Empty Wastebaskets, Recycling, and Compost Bins		X
Disinfect high-touch surfaces such as doorknobs and handles (interior and exterior), light switches, cabinet handles, and other similar.		X
Disinfect hard surfaces in common areas such as front desk, conference room tables; chair seats and arms in lobby and conference rooms.		X

Exhibit B

Schedule of Costs

Item	Location	Monthly Unit Cost
1	Sonoma County Water Agency Administration Offices, 404 Aviation Boulevard, Santa Rosa, CA	\$6,252.75
2	Sonoma County Water Agency Operations and Maintenance Offices, 204 Concourse Boulevard, Santa Rosa, CA	\$3,902.75
3	Sonoma County Water Agency Service Center and Fisheries Environmental Lab, 800/806 Aviation Boulevard, Santa Rosa, CA	\$1,837.00
4	Sonoma County Water Agency Water Education Building 97033 Wohler Road, Forestville, CA	\$546.00
5	Sonoma Valley County Sanitation District Treatment Plant 22675 8th Street, Sonoma, CA	\$495.00
6	Russian River County Sanitation District Treatment Plant 18400 Neely Road, Guerneville, CA	\$495.00
Total Monthly:		\$13,522.50
Note: Costs may be modified if scope changes are required under emergency or changed conditions when agreed to in writing through an Agreement Memorandum (Exhibit C).		

	Optional Task 7: COVID-19 Extra Cleaning, upon request	(per month)
1	Administration Offices	\$2,080.00
2	Operations and Maintenance Offices	\$953.33
3	Service Center and Fisheries Environmental Lab	\$953.33
4	Water Education Building	\$286.00
5	Sonoma Valley County Sanitation District Treatment Plant	\$286.00
6	Russian River County Sanitation District Treatment Plant	\$381.34

Exhibit C

Agreement Memorandum No. _____

TW 19/20-061

Service Provider shall perform the services as outlined in Exhibit A (Scope of Work) of the Agreement as modified below, indicate modifications to Exhibit B (Schedule of Costs), if any.

<input type="checkbox"/> Annual Time extension for year: <div style="margin-left: 20px;"> <input type="checkbox"/> three (FY 22/23) <input type="checkbox"/> four (FY 23/24) <input type="checkbox"/> five (FY 24/25) </div>	
<input type="checkbox"/> Optional task 7: COVID -19 cleaning (specify locations below):	
<input type="checkbox"/> Optional Task 8 (specify): _____ _____	
<input type="checkbox"/> Modifications to Exhibit A (Scope of Work), additional requirements (or attach additional sheet) at the locations detailed below:	Monthly cost modifications (increase or decrease) to Exhibit B, if any:
<input type="checkbox"/> 404 Aviation- Admin _____ _____ _____	
<input type="checkbox"/> 204 Concourse- Operations _____ _____	
<input type="checkbox"/> 800/806 Aviation- Service Center/Fisheries _____ _____	
<input type="checkbox"/> Water Education/Wohler Rd. _____ _____	
<input type="checkbox"/> SVCSD- Sonoma _____ _____	
<input type="checkbox"/> RRCSD- Guerneville _____ _____	

**James Furuli Investment Co., Inc., dba
Environmental Dynamics**

Sonoma County Water Agency

By: _____

Reviewed by Project Manager:

Title: _____

By: _____

Date: _____

Date: _____

Sonoma Water copies to:
Accounting and Records
Technical Writing

Exhibit D

Insurance Requirements

With respect to performance of work under this Agreement, Service Provider 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.

Sonoma Water 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 Service Provider 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. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Service Provider has employees as defined by the Labor Code of the State of California.
- b. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider 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.

1.2. 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 Service Provider maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- 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 Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service

Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Service Provider 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 Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Service Provider 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, and
 - ii. Certificate of Insurance.

1.3. 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 Service Provider currently owns no autos, Service Provider 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.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 19/20-061.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of

Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, and 1.3, above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- 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. Service Provider 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.

1.6. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

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