

Administering Agency: Placer County Department of Facilities Management

Contract No. _____

Contract Description: Maintenance and Operation of the Auburn Jail and the South Placer Adult Correctional Facility

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and **CGL Facility Management, LLC**. ("Contractor"), who agree as follows:

1. **Services**

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A, and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Term**

The term of this Agreement is for a period of one (1) year beginning August 1, 2020 through July 1, 2021. With the exception of any changes negotiated and agreed upon in writing between the parties at the time of renewal, all terms and conditions, requirements and scope of services of this Agreement shall remain the same and apply during any renewal terms. This Agreement shall not automatically renew.

3. **Payment**

County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed TWO MILLION Dollars (\$2,000,000.00).**

4. **Facilities, Equipment and Other Materials, and Obligations of County**

Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

5. **Exhibits**

All exhibits referred to herein will be attached hereto and by this reference incorporated herein.

6. **Time for Performance**

Time is of the essence. Repeated failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

7. **Independent Contractor**

At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to

this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

8. **Licenses, Permits, Etc.**

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

9. **Time**

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. **Worker's Compensation Certification**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

11. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

12. **INSURANCE:**

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

13. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

14. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

15. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

16. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

17. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

18. Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement

Certificate Holder – Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: (888-355-3599
Email: certificates-placer@riskworks.com

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

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to EXIGIS via fax or email as indicated above.

19. **Contractor Not Agent**

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

20. **Assignment Prohibited**

Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

21. **Personnel**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subContractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County,

and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

- C. Replacement of staff is to be processed within 45 days of a noted vacancy. In the event a technician position is vacated, the Contractor is to submit replacement staff for background clearance within 45 days of the noted vacancy. Failure to meet the timeline may result in a credit due to the County in the amount of the vacant position's hourly rate for 8 hours of each shift until the vacancy is filled, at the discretion of the County.

22. **Standard of Performance**

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

23. **Termination**

- A. County shall have the right to terminate this Agreement at any time by giving 30 (thirty) days advanced written notice of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, digital and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

- B. Contractor may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.
24. **Non-Discrimination**
Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
25. **Records**
Contractor shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
26. **Ownership of Information**
All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
27. **Waiver**
One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
28. **Conflict of Interest**
Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
29. **Severability**
Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.
30. **Entirety of Agreement**
This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

31. **Alteration**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.

32. **Governing Law**

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

33. **Notification**

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

COUNTY OF PLACER:

Placer County Department of
Facilities Management
Attn: Steve Newsom
11476 C Ave
Auburn, CA 95603

Phone 530-886-4900
:
Fax: 530-889-6880

CONTRACTOR:

CGL Facility Management, LLC
Attn: Office of the Controller
1903 Phoenix Blvd. Suite 250
Atlanta, GA 30349

Phone: (770) 716-0081
:
Fax: (770) 716-9081

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

COUNTY: Placer County Department of Facilities Management
Attn: Steve Newsom, Director of Facilities Management
11476 "C" Avenue, Auburn, CA 95603
Phone: 530-886-4948
Fax: 530-889-6880

CONSULTANT: CGL Facility Management, LLC
Attn: Ted Perry, Senior Vice President
1903 Phoenix Blvd. Suite 250, Atlanta GA 30349
Phone: (770) 716-0081
Fax: (770) 716-9081

REMIT TO CONSULTANT: CGL Facility Management, LLC
Attn: Ted Perry, Senior Vice President
1903 Phoenix Blvd. Suite 250, Atlanta GA 30349
Phone: (770) 716-0081
Fax: (770) 716-9081

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
Name: Brett Wood
Title: Purchasing Manager

CGL Facility Management, LLC "Consultant"

By: _____ Date: _____
Name: Ted Perry
Title: Senior Vice President

Approved as to Form

Approved as to Funds

By: _____ By: _____
Placer County Counsel Placer County Auditor

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Supplementary Terms and Conditions
- E. Acceptance of Liability for Borrowed Keys/Fobs
- F. RFP No. 20065 – Jail Maintenance Services CGL Proposal
- G. Amendment to Scope of Services

SCOPE OF SERVICES

Maintenance and Operation of the Auburn Jail and the South Placer Adult Correctional Facility

The "Scope of Services" shall include: RFP No. 20065 – Jail Maintenance Services Scope of Services as described herein, clarifications and amendments to the Scope of Services as described in all addenda issued to RFP No. 20065 – Jail Maintenance Services, Proposed Work Plan as contained in CGL's proposal submitted in response to RFP No. 20065 – Jail Maintenance Services, and Amendment to Scope of Services (result of negotiations meeting).

Where a conflict exists between any of the above documents, the documents shall govern in the following order:

- 1) Amendment to Scope of Services (result of negotiations meeting)
- 2) Addenda to RFP
- 3) RFP No. 20065 – Jail Maintenance Services Scope of Services
- 4) Proposed Work Plan contained in CGL's proposal

1.0 General Requirements

- A. **Background Check:** All Contractor's and subcontractors' employees who will be performing services onsite must complete and submit to a comprehensive security/background investigation including fingerprinting. See Special Security Conditions and Background Checks, Attachment D.
- B. **Identification Badges:** All Contractor's and subcontractors' employees shall wear the Sheriff's Office issued identification badge in a visible manner from the point at which they enter the building and at all times while on the property in the course of work.
- C. **Locked Doors:** The Contractor and its employees shall be responsible for keeping all internal doors closed and locked in assigned work areas. The Contractor and its employees shall adhere to all security restrictions imposed by the Sheriff's Office.
- D. **Employee/Inmate Relationships:** If aware The Contractor shall ascertain and notify the Sheriff's Office in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined as an inmate in any of the Sheriff's Office operated detention facilities. It is the Contractor's responsibility to require its employees to alert the Contractor whenever a person, who is a relative or personal acquaintance of that employee, is admitted to the Sheriff's Office detention facilities. Nothing is to be given to any inmate for any reason at any time by the Contractor or the Contractor's subcontractors. To do so will result in the immediate and permanent removal of the Contractor's or subcontractor's employee(s) from the property and prosecution of violation of any relevant laws.
- E. **Contractor's Responsibility for Subcontractors:** The Contractor shall be responsible for all labor costs of all employees and subcontractors associated with work covered by the Contract. All subcontractors of the Contractor shall adhere to the same expectations as the Contractor.

- F. Contractor Cooperation: The successful Contractor shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the Contract. The Contractor shall maintain regular communications with the Sheriff's Office designee and shall actively cooperate in all matters pertaining to this Contract. The Contractor shall provide access to other vendors performing work on the premises.
- G. Permits and Licenses: All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the Contract shall be secured and paid for by the Contractor. The Contractor and subcontractors shall possess and maintain all appropriate licenses and certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.
- H. Contractor shall furnish all labor, tools, equipment, parts and materials needed to perform routine preventative maintenance consistent with the RFP. The Contractor shall provide and maintain all equipment needed to accomplish the services specified.
- I. Contractor will use appropriate means to ensure that all tools, supplies, materials, and equipment are safeguarded against acquisition by unauthorized personnel. Furthermore, when the specific project has been completed, the Contractor shall leave the work area in a neat, clean and orderly condition.
- J. Contractor shall provide a transition plan and schedule on the first day of the contract period.
- K. The Contractor shall maintain records of work performed in a CMMS, (Computerized Maintenance Management System). The County Project Manager shall have access to the CMMS for the purpose of reviewing workload and producing reports. The Contractor shall make maintenance records available to the County Project Manager and upon request by agencies having authority (Authorities Having Jurisdiction or AHJ) and representatives of the Air Pollution Control District. The reports shall be in a format acceptable to the County Project Manager.
- L. This RFP includes an attachment that lists equipment assets for the Auburn Jail Facility and the South Placer Adult Correctional Facility. The asset lists include most but not all equipment to be maintained by the Contractor. However, Contractor shall be responsible for maintenance and repair of all equipment assets and building systems described in the Scope of Services and Equipment Asset Lists, and as identified during the pre-proposal job walk for this RFP regardless of whether or not the Contractor attended the pre-proposal job walk. The Contractor is responsible for maintaining/repairing all equipment consistent with this RFP. The preventative maintenance schedule shall be in accordance with the manufacturer's recommendations and/or industry standards.
- M. This RFP includes a Placer County Holiday Schedule, Attachment E. The Contractor shall maintain normal staff levels except for those days identified as being a County Holiday.

- N. The Contractor shall be available 24/7 for operational support and to respond to emergencies. Emergency response time shall be no more than 2 hours from the time of contact. The Contractor shall provide a contact list with emergency numbers on the first day of the contract period. Planned absences by any of the full-time personnel shall require coverage by a fully trained professional. This “back-up” person must be fully acquainted with the facility. The Contractor shall ensure acceptable manpower coverage is maintained at the facilities in the event of absences due to sickness, vacation, training, etc.
- O. For Corrective Work Orders where work during normal working hours would be considered disruptive by the County, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, then the Contractor shall perform such maintenance outside of normal working hours at its cost.

2.0 Fire/Life Safety Maintenance

All cleaning, testing, and full service maintenance shall be performed at the Contractor's sole cost and expense and in accordance with the applicable codes and the local code authorities. It shall be the responsibility of the Contractor to know, understand and complete all fire system maintenance, inspection and testing requirements. This includes but is not limited to Fire Monitoring, Fire Alarm Detection Systems, Portable Fire Extinguishers, Hood Suppression Systems, Fire Sprinkler Systems, FM200, Solenoid Valve System and Fire Pumps.

- A. All maintenance, repairs and modifications of fire protection systems shall be performed in conformance with Local, State, Federal, and NFPA fire protection rules and regulations and comply with electrical codes and regulations. Fire system work shall meet equipment manufacturers' recommendations.
- B. The Contractor shall notify the fire and security monitoring company, fire department, and local law enforcement, before performing any maintenance, inspection or repair of the facilities' fire protection systems which may activate an alarm or remove a component of the system from service.
- C. The Contractor shall provide all monitoring, maintenance, and repair of both fire and security systems, including but not limited to access control systems, panic alarms, intrusion detection, cameras, closed circuit television, and public call boxes. The Contractor shall also provide primary response for all alarms.
- D. To help minimize false alarms, and in accordance with NFPA, accessible smoke detection devices shall be cleaned using manufacturer's recommended procedures at a minimum rate of quarterly in detention areas and annually for all other areas.
- E. To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing shall be performed on smoke detectors at a rate 100% annually. Testing shall be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range shall be re-cleaned and re-tested, and if necessary, noted and recommended for replacement.
- F. Contractor shall be responsible for all false alarm fees caused by their employees.

- G. Inspection documentation shall be provided to County's designated personnel and copies shall be archived by Contractor. NOTE: Certain additional services may be required by the AHJ. NFPA: Local AHJs or internal organizational requirements may be more restrictive than state requirements.

3.0 Elevator Maintenance

Contractor shall maintain the elevators in a like-new operating condition and shall comply with all requirements and maintenance schedules/standards of the Current American Standard and Safety Code for Elevators, ANSI-A17.1, and all other applicable laws, regulations, ordinances, codes, etc. The American National Standards Institute (ANSI) Code will be used as a guide to establish that the elevators are operating safely. Contractor shall provide a maintenance program in accordance with ANSI standards. It shall be the responsibility of the Service Provider to know, understand and complete all elevator system maintenance, inspection and testing requirements.

- A. Maintenance of elevators is an all-inclusive service, including but not limited to elevator inspections, examinations, lubrications, testing, cleaning, adjusting and all major and minor repairs. The Contractor shall be responsible for all parts and labor associated with elevator maintenance and repairs due to normal wear and tear.
- B. Contractor shall perform all safety tests required by the ANSI-A17.1 and the State of California when due at no additional cost; including no load and full hydraulic safety tests, and ANSI-17.1 five-year safety test (contract speed, full load) for traction elevators.
- C. Contractor shall meet all requirements under Federal and State statutes, regulations and guidelines as well as ANSI standards.

4.0 HVAC Maintenance

Heating, ventilation and air conditioning maintenance service shall be performed in accordance with manufacturer's recommendations and/or industry standards. The Contractor's maintenance and operations responsibility for HVAC service extends throughout all mechanical systems.

All cleaning, testing, full service maintenance shall be performed at Contractor's sole cost and expense. It shall be the responsibility of the Contractor to know, understand and complete all HVAC system maintenance, inspection and testing.

- A. HVAC system maintenance includes, but is not limited to, the following system Components: chillers, cooling towers, induction units, circulation pumps, primary condenser water expansion tank, primary and secondary hot water expansion tanks, valves, water treatment equipment, and all associated components of the condenser water systems; air-handling units, fire/smoke and other dampers, valve boxes, boilers and all associated components of the ventilation systems; self-contained HVAC units and all other components serving computer centers; automatic temperature controls, pneumatic equipment, the facilities energy management system and all associated components of the automatic controls systems; induction units, circulating pumps, heat exchangers, valves and all associated components of the heating systems.

- B. The Contractor shall provide routine water treatment and a detailed report that indicates effective control of corrosion, algae, legionella and bacteria and warrants that the water treatment chemicals will not endanger the health or safety of persons exposed to them or to property that may come into contact with them. The Contractor shall also warrant that chemicals will not have detrimental effect on metallic or nonmetallic materials in the equipment being treated. Chemicals and water treatment procedures shall be in compliance with State and Federal environmental protection, health, safety, and plumbing regulations.
- C. Filters shall be changed regularly at intervals that allow the equipment to perform as designed and per manufacturer's recommendations.
- D. The Contractor shall establish a maintenance schedule consistent with manufacturer's recommendations and/or industry standards and shall include inspecting, testing, cleaning, adjusting, lubricating etc. of all operating, controlling and distributing components of the mechanical systems. All cleaning, testing, and full service maintenance shall be done at Contractor's sole cost and expense.

5.0 Plumbing

The Contractor's maintenance and operations responsibility for plumbing service begins at the point of entry, or where any other provider's responsibility ends, then extends throughout all plumbing systems within the facilities. Plumbing system maintenance/service includes, but is not limited to, leak repair, plumbing and pipe demolition, waste and storm drainage, hot and cold water delivery systems, faucets, toilets, urinals, sinks, drains, showers, hot water heaters, drinking fountains, etc. It shall be the responsibility of the Contractor to know, understand and complete all plumbing system maintenance, inspection and testing.

- A. All maintenance, repairs and modifications of plumbing stems shall be performed in conformance with local, state and federal health and clean water codes and in accordance with equipment manufacturers' recommendations.
- B. The Contractor shall inspect water and sewer lines routinely to prevent and repair leaks and deterioration of insulation, to maintain and exercise valves and to prevent stoppages and odor or water backflow.
- C. The Contractor shall provide plumbing repair service to maintain and operate existing and replacement systems and system components. The scope of plumbing service does not include new work to upgrade, supplement or expand existing plumbing systems.
- D. The Contractor shall provide all backflow testing as required for all facilities.
- E. The Contractor shall establish a written annual preventive maintenance program for approval by the County Project Manager that provides scheduled activities and includes inspecting, testing, cleaning, adjusting, exercising all valves of the plumbing systems. The written annual preventive maintenance program will be in a form acceptable to the County. All cleaning, testing and certification shall be done at Contractor's sole cost and expense.

6.0 Electrical

Electrical services include, but are not limited to, service entrance, transformers, line- and low-voltage wiring and raceway, control systems, electrical panels, switch gear, lighting circuits and fixtures, outlets, GFI outlets, exit lights, emergency lights, uninterrupted power supplies (UPS), electrical switches, motors and other electrically driven equipment components of the mechanical and plumbing systems of the facilities. It shall be the responsibility of the Contractor to know, understand and complete all electrical system maintenance, inspection and testing.

- A. Contractor shall be responsible for performing preventative maintenance on the emergency power generators. The maintenance schedule shall adhere to the manufacturer's recommendations and shall comply with all Federal, State and local code requirements. The generator maintenance includes, but is not limited to, monthly inspections and testing including exercising the ATS, (automatic transfer switch), changing fluids, filters, belts and hoses at manufacturer's recommended intervals. It shall be the responsibility of the Contractor to maintain run time records and to provide reports to the APCD, (Air Pollution Control District) as required. Contractor shall be responsible for reporting to the County Project Manager when a generator fuel tank is at half capacity. All generators shall be load bank tested annually.
- B. All maintenance, repairs and modifications of electrical systems shall be performed in conformance with Local, State and federal fire protection and electrical codes and regulations and in accordance with equipment manufacturers' recommendations.
- C. All cleaning, testing and certification of electrical components shall be done at Contractor's sole cost and expense and in accordance with applicable codes and the local code authorities.
- D. Replacement of faulty light fixture lamps and ballasts shall be performed at Contractor's sole cost and expense and in accordance with applicable codes and the direction of local code authorities.

7.0 Security/Security Electronics System Maintenance

The Contractor shall develop a preventative maintenance schedule for servicing and maintaining all aspects of the security/security electronics system. The security/security electronics system includes, but is not limited to, locks and associated hardware as well as electronic access control systems, alarm monitoring systems, CCTV systems with digital recording, security cameras, audio and video intercoms, panic/duress alarm systems and other associated equipment. All maintenance methods, components, parts, cleaning solutions and lubricants shall adhere to the manufacturer's recommendations.

It shall be the responsibility of the Contractor to know, understand and complete all security system maintenance, inspection and testing.

8.0 General Building Maintenance

Building maintenance services shall be provided throughout the facilities. In situations where work during normal working hours would be considered disruptive by Building

Tenants, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, the Contractor shall perform such maintenance outside of normal working hours at its cost. All cleaning, testing, and full service maintenance shall be performed at Contractor's sole cost and expense and in accordance with applicable codes and the direction of local code authorities. It shall be the responsibility of the Contractor to know, understand and complete all general building maintenance work.

The Contractor's responsibility for building maintenance and operations services includes, but is not limited to, roof, any apparatus on roof, roof parapets, exterior and interior walls, interior/exterior windows, interior/exterior glass doors, steel doors, automatic doors, loading dock equipment, cardboard bailer, compressor units, sand/oil separators, grease traps, caulking and insulation including fire retardant material, stairways, interior fixed walls, doors, floor coverings, and security systems.

9.0 Additional Services

It shall be the responsibility of the Contractor to accomplish all corrective work orders for repairs except for those repairs identified as Major Repairs. The County will pay for parts and materials needed to accomplish corrective work order repairs. The County will pay for labor needed to accomplish corrective work order repairs only if additional labor and/or after hours labor is deemed necessary. The County Project Manager must pre-approve and authorize additional and/or after hours labor for corrective repair work. The County Project Manager may direct Contractor maintenance staff to perform limited maintenance projects during normal working hours. These requests must be within the skill set and manpower availability of the existing staff and must not inhibit the Contractor from fulfilling the obligations set forth in the Scope of Services. Specialty tools, equipment, or subcontractors required to perform these projects are reimbursable to the Contractor per the terms of the Agreement.

10.0 Major Repairs

Repairs that exceed an estimated cost of \$5,000.00 including parts and labor will be identified as Major Repairs. The Contractor is not responsible for completing Major Repairs. It is the responsibility of the County to complete Major Repairs. The County may request a cost estimate from the Contractor to perform Major Repairs. If the County and the Contractor are agreeable to having the Major Repair performed by the Contractor then the cost will be paid by the County above and beyond the fixed fee amount on a time and materials basis.

11.0 Emergency Services

The Contractor shall make every effort to respond immediately but must be on site within 2 hours after the Contractor has evidence or receives notification of equipment or system breakdown or shutdown or other compelling emergency situation in the facilities that could result in the inability of the building tenants to use all or a portion of the facilities. Contractor shall ensure staff are alerted to emergencies when they arise. Services shall be provided by the Contractor as necessary to restore equipment or facility failures to proper operation without additional cost to the County, except for Additional Services or Major Repairs. Under no circumstances shall equipment or system failure that results in loss of essential service exceed three (3) calendar days. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period.

12.0 Deliverables

- A. The Contractor shall invoice the County monthly in a format acceptable to the County.
- B. The Contractor shall produce monthly reports generated by the CMMS showing preventative work orders produced, the amount of preventative work orders completed, and the amount of preventative work orders not completed.
- C. The Contractor shall produce monthly reports generated by the CMMS showing corrective work orders produced, the amount of corrective work orders completed and the amount of corrective work orders not completed.
- D. Each month the Contractor shall complete a minimum of 90% of all preventative maintenance work orders.
- E. Each month the Contractor shall complete a minimum of 90% of all corrective work orders.
- F. The Contractor shall maintain an Issues Report. This report will show any open issues between the Contractor and the County that have not been resolved. This report shall also contain any aspects of the equipment and facilities the Contractor sees as an issue needing resolution or a possible problem in the future, including Major Repairs that can be predicted.
- G. The Contractor shall be available 24/7 for contact regarding emergency services. Emergency response requires the Contractor to be on site within 2 hours from time of contact.

13.0 Meetings

- A. Each month the Contractor shall meet with the County to review the performance of services at the Auburn Jail Facility. The Sheriff's Office may also participate in the monthly meetings as well as others invited by the County Project Manager. The CMMS Preventative Maintenance Reports, Corrective Work Order Reports and the Issues Reports will be reviewed at the monthly meeting.
- B. Each month the Contractor shall meet with the County to review the performance of services at the South Placer Adult Correctional Facility. The Sheriff's Office may also participate in the monthly meetings as well as others invited by the County Project Manager. The CMMS Preventative Maintenance Reports, Corrective Work Order Reports and the Issues Reports will be reviewed at the monthly meeting.

14.0 Inspections

- A. The work performed by the Contractor is subject to review and inspection by the County Project Manager. The inspections may be scheduled or unscheduled and may be done in the company of the Contractor or without the Contractor present.
- B. The inspections will focus on quality of workmanship, compliance with contract specifications and amount of work performed. Any issues that arise from the

inspections will be brought to the attention of the Contractor. The Contractor will document the issues in the Issues Report.

15.0 Safety

The Contractor shall be responsible for maintaining GHS System for any chemicals in the facilities used by Service Provider employees or subcontractors. The Contractor shall maintain records of safety training. Safety training records shall be made available to the County Project Manager upon request. Contractor and subcontractors shall perform all services in accordance with OSHA safety requirements.

Exhibit B Payment Schedule

South Placer Adult Correctional Facility
Monthly Base Billing
\$81,738.75

Auburn Jail
Monthly Base Billing
\$62,450.049

FACILITIES, EQUIPMENT AND OTHER OBLIGATIONS OF COUNTY

- 1.0 The County will be responsible for the following building maintenance services: Landscape Maintenance, Janitorial/Custodial services, Pest Control services, Parking Lot surfaces/markings and Parking Lot Lights.
- 2.0 The County will be responsible for the maintenance and repair of the following Kitchen appliances located at the South Placer Adult Correctional Facility; walk-in coolers, walk-in freezers, bread slicer, bun divider, cart washer, chopper, kitchen conveyer, cook tops, cutter, digital weigh scale, dishwasher, metering filling station, mixers, mixing valve, motor driven trolley, multi-slicer, ovens, pot cooker, potato peeler, reach-in refrigerator, reach-in freezer, soda machine, steam kettles, stoves and the walk-in blast freezer. Note: Cook/Chill steam boilers will be part of Contractor's responsibility.
- 3.0 The County will provide for trash, and recycling pickup for the dumpsters located at the facilities. Only trash and recyclables from the facilities may be placed in the County provided receptacles.
- 4.0 The County will pay invoices for electricity, gas, telephone (the Service Provider will be responsible for long distance calls made by its employees), internet access through the County's network (the County will not supply any devices for use), water and sewer service and Major Repairs as defined in this RFP.
- 5.0 The County will be responsible for building renovations involving the relocation and/or reconfiguration of walls or built-in elements.
- 6.0 The County will provide sufficient work and storage space to perform the tasks required of the Contractor. The work space provided shall not be used by the Contractor for providing services to clients other than the County. The determination of work space area and location will be made by the County based on the efficient use of space. The County will coordinate with the Contractor before making such decisions. The Contractor shall abide by all County policies.

SUPPLEMENTARY TERMS AND CONDITIONS

1.0 COMPLIANCE WITH LAWS – PERMITS, REGULATIONS, AND TAXES

- 1.1 Contractor is an independent contractor and shall at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Agreement in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the County Project Manager in writing.
- 1.2 Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.
- 1.3 The Contractor, upon request, shall furnish evidence satisfactory to the County that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the County that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Contract.
- 1.4 Contractor is required to comply with the provisions of California Health and Safety Code Section 25249 *et seq.* (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

2.0 PREVAILING WAGES

- 2.1 The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 *et seq.* Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the Agreement which will be awarded to the successful proposer. Copies are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> Proposers are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>

- 2.2 No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
- 2.3 No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.
- 2.4 Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.
- 2.5 The Contractor shall forfeit as penalty the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract as specified in Labor Code Section 1775.
- 2.6 The County will not recognize or be liable for any claims for additional compensation because of the payment of the wages set forth in the Contract Documents or Contractor's failure to pay prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the County or the Project Manager. Any cost associated with the submission of electronic certified payroll and related documentation to the County or the State are also to be included in the contractor's bid price and no change order will be granted for any costs incurred by the contractor.

3.0 TRAVEL AND SUBSISTENCE PAYMENT

The Contractor's attention is directed to Section 1773.8 of the Labor Code, which requires the payment of travel and subsistence payments to each worker needed to execute the work, as those payments are defined in collective bargaining agreements filed with the Department of Industrial Relations.

4.0 EIGHT-HOUR DAY LIMITATION

- 4.1 In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of

either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

- 4.2 The Contractor and each Subcontractor shall also keep an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by the Subcontractor in connection with the work specified herein, which record shall be open at all reasonable hours to the inspection of the County, State and Federal officers and agents; and it is hereby further agreed that, except as provided in 4.1 above, the Contractor shall forfeit as a penalty to the County the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Contract by it or by any Subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

5.0 COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to Section 1777.5 and 1777.7 of the Labor Code; provisions of those Sections pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of Section 1777.5.

6.0 PAYMENT OF TAXES

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

7.0 SAFETY

- 7.1 General Rule. The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the State Division of Industrial Safety, and to other rules of law applicable to the work.

7.2 Additional Safety Provisions

- (a) The services of the Project Manager in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the County responsible for providing a safe place for the performance of work by the

Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

- (b) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.
- (c) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
- (d) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

8.0 PROTECTION OF PERSONS AND PROPERTY

- 8.1 The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the County's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- 8.2 The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures, crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Project Manager. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, the Contractor must comply with the laws and regulations of the County and the State relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

9.0 WORKMANSHIP

All work shall be performed in accordance with the highest standards prevailing in the trades. All Contractor's and subcontractors' employees shall be especially skilled and

appropriately trained and certified in accordance with all applicable Federal, State and local laws, regulations and ordinances for the type of work for which they are employed.

10.0 CHARACTER OF WORKER

If any person employed by the Contractor or any Subcontractor fails or refuses to carry out the proper directions of the County or its agents, acts in a disorderly or improper manner, fails to adhere to the County standards, or is deemed by County to be incompetent or negligent based on worker's inability to execute required project tasks, such person shall be removed from the site immediately on the request of the County and such person shall not again be employed on the Work. Such removal shall not be the basis for any claim for compensation or damages against the County, or any of its officers or agents.

11.0 SUBCONTRACTING

The County must approve, in writing, any proposed sub-contractor used by the Contractor. The subcontractor shall be considered an employee of the Contractor and the Contractor will be responsible for ensuring that the subcontractor adheres to all requirements of this Agreement. The County Project Manager or his/her designee will communicate only with the Contractor and the Contractor will be totally responsible for any and all work performed by the subcontractor. All invoicing shall be submitted by the Contractor, all payments will be made to the Contractor only and any penalties will be assessed against the Contractor. The Contractor will be responsible for the subcontractor's work at all times and this Agreement will be subject to cancellation if the subcontractor violates any guidelines. Failure to have subcontractors pre-approved in writing will be considered grounds for contract termination.

12.0 AUTHORITY OF THE COUNTY PROJECT MANAGER

12.1 The County Project Manager or his/her designee is the representative of the County and has full authority to interpret the Contract Documents, to conduct the work review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work, and its decisions on these matters shall be final and conclusive. The County Project Manager has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Project Manager's failure to stop the work shall not obligate the County to accept defective or otherwise unacceptable work or otherwise affect the County Project Manager's or County's authority to reject work for any reason set forth in the Contract Documents. The County Project Manager shall have the authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the work.

12.2 Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the County Project Manager.

13.0 GUARANTEE

13.1 In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and

workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the County, any and all materials which may be defective or improperly installed.

- 13.2 The Contractor shall repair or replace to the satisfaction of the County Project Manager any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- 13.3 In the event of failure to comply with the above stated conditions within a reasonable time, the County is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and Project Managing, legal and other consultant fees incurred to enforce this section.
- 13.4 The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for a period of one (1) year after final acceptance of the work by the County.

14.0 COUNTY'S REPAIR

In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable Project Managing, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the County from claims for payment made by the Contractor for work completed or remaining to be completed.

15.0 COUNTY'S RIGHT TO AMEND AGREEMENT

The County may at any time modify the Scope of Services of the Agreement or work requirements of the Contractor. If such adjustments require additional personnel or resources, the County may negotiate an equitable modification in the compensation to the Contractor. No long-term modifications to the work requirements will be binding on either party if not amended to the final Contract in writing via amendment or the change order process.

16.0 COUNTY'S RIGHT TO AUDIT AND PRESERVATION OF RECORDS

- 16.1 The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The County and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

- (a) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;
 - (b) In the event of a disagreement between the Contractor and the County over the amount due the Contractor under the terms of the contract;
 - (c) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this contract;
 - (d) If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the County;
 - (e) To determine any difference in cost occasioned by a permissible substitution; and/or
 - (f) For any other reason in the County's sole judgment.
- 16.2 Contractor shall provide the County (or its representatives), reasonable access during working hours to the Contractor's books and records. The County's audit rights shall be liberally construed in the County's favor.
- 16.3 The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the County), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.
- 16.4 The County will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the County's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the County and are part of the County's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the County that it accepts as correct the billings, invoices or other charges on which the payments are based. If the County's audit produces a claim against the Contractor, the County may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.
- 16.5 If any audit by the County or its representative discloses an underpayment by the County pursuant to the terms of the Contract Documents, the County shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the County for the amount of the overpayment. The County's right to claim reimbursement from the Contractor of any overpayment shall not be

terminated or waived until three years after the completion of the County's audit or upon the termination of audit rights under Subsection (f) of this Section, whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

- 16.6 The County's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the County's rights hereunder, Contractor shall be liable to the County for all costs, expenses and attorney's fees which the County may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the County from said persons under this clause. Such audit may be conducted by the County or its authorized representative.

17.0 RECORDS OF HOURS WORKED AND WAGES PAID

Contractor shall maintain accurate payroll records of employees on public contracts and certify these records upon request, and such records shall be open at all times for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeships Standards in accordance with Sections 1812 and 1776 of the California Labor Code.

**Placer County Department of Facilities Management
Building Maintenance Division**

Acceptance of Liability for Borrowed Keys/Fobs

I acknowledge that I am a current (*Employer*) employee and that the keys/fobs being borrowed will be used for (*Trade*) purposes. The keys/fobs are the property of the County of Placer and will be used only by me. They will not be sold, rented, lent or given to any other person or group.

(*Employer*) accepts full responsibility for the borrowed keys/fobs and accepts liability for any actions that may be deemed inappropriate or damaging to the County of Placer. (*Employer*) shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/fobs regardless of how or by whom such damage occurred. Upon such an occurrence (*Employer*) agrees to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify the County immediately if a key/fob is lost, stolen, or damaged.

I agree to return the borrowed keys/fobs to the County of Placer if requested, or at the conclusion of the service contract and understand/acknowledge that failure to do so will result in (*Employer*) being assessed all costs associated with replacing, rekeying and reprogramming the borrowed keys/fobs.

By signing this agreement, I acknowledge that I have read and understand the **Acceptance of Liability for Borrowed Keys/Fobs** and agree to the terms set forth.

Print: _____

Sign: _____

Date _____

AMENDMENT TO AGREEMENT

The following clarifications discussed during negotiations are hereby incorporated into and made a part of the Agreement:

- A. Tool inventory shall be kept current during the term of the Agreement, including any renewals of the Agreement.
- B. County-owned tools shall continue as County-owned tools during the terms of the Agreement.
- C. CGL shall provide appropriately experienced and licensed technicians who are suited to working in a secured environment.
- D. Assigned CGL staff shall NOT be assigned to other work. Technicians shall be 100% dedicated and on-site, other than required offsite training or other required and approved absence.
- E. CGL technicians may be able to do work outside of their specific trades.
- F. Facilities are not set up for desks for all CGL's staff, but most will be in the field vs. at a desk.
- G. CGL Maintenance Supervisor and Data Clerk will have workstations, while other CGL staff may share a desk in order to clock-in, etc.
- H. CGL shall thoroughly and correctly document all work performed, including sub-contractor work. CGL shall audit and update all documents (inventory, PM's. etc.).
- I. CGL will provide data to County at the end of the contract period. Hosting by outside vendor shall be the County's responsibility.
- J. CGL shall sign any non-disclosure agreements, if required by the County.
- K. CGL shall provide assessment reports for the Auburn Jail and the South Placer Adult Correctional Facility.
- L. CGL is aware of and accepts the current facilities' condition (Auburn Jail and the South Placer Adult Correctional Facility).

Clarification of In-Scope vs. Out-of-Scope Items:

Out of Scope:

- Items listed in RFP as out of scope (pest control, landscape, kitchen equipment, janitorial, parking lots and lighting, IT equipment, etc.)
 - Excluding Escort or Access to work areas.
 - Listed above as "Kitchen Equipment" includes freezers, refrigerator, cooking items, hood (CGL shall handle point of connection for these items). These items are maintained through separate agreement.
- Repairs over \$5000 per the Major Repair section of RFP (Prevailing Wage Rates)
- New installations or upgrades of any value
- Specialty skill set work not provided by CGL or listed subcontractors:
 - Jetting of sewage lines when conventional methods have failed
 - Welding/fabrication
 - Construction/Renovation
 - Proprietary system programming
- Overtime Work pre-approved in writing by County Representative

Not in budget, but can be approved to be in scope at no additional cost:

These would be evaluated on a case-by-case basis (This would mean CGL has the man power and skill sets on site to support without impacting CGL's ability to perform preventive maintenance and high priority repairs)

- Small to medium projects such as:
 - Hanging signs or boards

- Install new plumbing fixture
- Install a new electrical circuit
- Minor modifications to HVAC system
- Move a camera/intercom
- Preventive maintenance and repair of new (not replaced) or upgraded equipment

In-Scope:

Painting of areas needing to be refinished due to wear and tear to match existing, adjacent surfaces. Paint to be provided by the County.