

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Universal Building Services**

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Universal
Building Services, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract
with independent contractors for the furnishing of such services to or for County or any
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of providing janitorial services in County owned and leased facilities.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits are included hereto and incorporated by reference herein:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Location and Frequency

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall
perform services for County in accordance with the terms, conditions and specifications set
forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions and specifications set forth herein and in Exhibit "A," County shall make payment
to Contractor based on the rates and in the manner specified in Exhibit "B." The County
reserves the right to withhold payment if the County determines that the quantity or quality
of the work performed is unacceptable. In no event shall the County's total fiscal obligation
under this Agreement exceed One Million Thirty-Three Thousand Six Hundred Seventh-Six
Dollars (\$1,033,676).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 14, 2009 through June 30, 2012.

This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

The Department of Public Works
Steve Lanza
555 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Universal Building Services
3120 Pierce St.
Richmond, CA 94804
Dario DeVincenzi

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board



Contractor's Signature
[Dario DeVincenzi]

Date: 16 March 2009



County of San Mateo
Department of Public Works
Building Services
555 County Center Redwood City, Ca 94063
Phone: 650-363-1951 Fax: 650-216-0074

EXHIBIT "A"
SCOPE OF WORK

In consideration of the payments set forth in Attachment "C", Contractor shall provide the following services:

SCOPE OF WORK

1. Scope of Work to be Performed

It is the intent of these specifications for the contractor to provide for the furnishing of all labor, equipment and materials including restroom supplies, (hand towels, toilet tissue, sanitary napkins, liners for waste receptacles and other related items as needed), and services for complete Janitorial maintenance at various County-owned and leased buildings. All products and materials must be approved by the Department of Public Works prior to the start of the contract.

- Contractor will use Green Sealed Certified chemicals.
- Contractor will use recycled paper products where applicable.

2. Quality of Work

It is the intent of these specifications that all work performed, as herein required, be done in a manner equal to and in accordance with the best practices of the various trades involved and industry standards. The County shall notify the Contractor of any substandard work. If the Contractor fails to bring such work up to an acceptable level within 24 hours of such notice, the County shall perform all necessary work and charge the Contractor the current production hourly rate for such work. All work shall be performed by experienced personnel directly employed and supervised by the Contractor.

3. Time of Doing Work

Unless otherwise specified, all work shall be done after regular working hours. For those buildings which are open to the public, weekends and evenings, a schedule of hours will be furnished to the Contractor.

4. Baseline Responsibilities

a. Daily

- Empty, clean and reline waste receptacles
Wash receptacles as needed to maintain sanitary conditions
- Empty recycling totes
Contractor is not responsible to empty desk side or recycle bins
- Sweep and mop resilient floors
- Vacuum carpets in major traffic areas
- Spot clean carpets
- Spot clean walls and woodwork
- Clean both sides of glass entrance doors, and tellers' windows
- Clean elevators, phone booths and drinking fountains
- Remove spots, spills, and debris from stairways
- Sweep & clean building entrances and perimeters
- Clean exterior ash urns, replace sand as necessary
- Empty clean and reline exterior waste receptacles

- Service restrooms.
Thoroughly clean and sanitize toilets, toilet seats and urinals; clean and disinfect lavatories and countertops; clean mirrors, frames and shelves; clean all chrome plumbing fittings; clean, sanitize and refill all hand towel, toilet tissue, sanitary napkin and soap dispensers; empty and wipe clean all waste paper receptacles; empty, clean and sanitize sanitary napkin receptacles and replace product; spot clean walls and partitions; dust ledges and partitions, damp mop floors using a disinfectant cleaner.
- Secure building and leave on only designated lights.

b. Weekly

- Detail vacuum carpets (under desks, cubicles, offices, etc).
- High and low dusting. Dust pictures, bulletin boards, vents, desks, tables, chairs, file cabinets, ledges, sills, shelves and office machines and horizontal surfaces cleared of objects and/or materials.
- Wash blackboards
- Apply finish restorer and machine buff all resilient tile floors.
- Hose off and/or wash interior and exterior walk-off mats and all exterior concrete at building entrances.

c. Quarterly

- Thoroughly clean all window coverings.
- Dust/vacuum open beam wood ceilings in Sharp Park Library.
- Light scrub and reapply finish to resilient tile floors. Schedules of cleaning must be provided to the Department of Public Works 30 days prior to commencement of work.

d. Annually

- Thoroughly strip and reapply floor finish in all locations in the month of June. Schedules of cleaning must be provided to the Department of Public Works 30 days prior to commencement of work.

e. Window Cleaning

- Thoroughly clean all windows according to the following schedule;
 - Half Moon Bay Airport interior and exterior biweekly
 - Pacifica Sanchez Library interior and exterior monthly
 - Pacifica Sharp Park Library interior and exterior monthly
 - East Palo Alto Government Center twice annually in the months of June and November.
- Clean all other exterior windows once per year in the month of June. Schedules of cleaning must be provided to the Department of Public Works 30 days prior to commencement of work.

f. Carpet Cleaning

- Thoroughly clean all carpets in the following locations twice annually in the months of May and November.
 - Pacifica Sanchez Library
 - Pacifica Sharp Park Library
 - East Palo Alto Government Center
 - Vocational Rehabilitation Center
- All other facilities to be completed once annually during the month of May. Schedules of cleaning must be provided to the Department of Public Works 30 days prior to commencement of work.

g. Additional Responsibilities

- Keep janitor closet in a clean and orderly condition.
- Maintain a binder containing all Material Safety Data Sheets for products used in each closet.
- Furnish and replace all inside lights including incandescent lamps and fluorescent lamps.
- Clean perimeter shrubbery and lawn areas at East Palo Alto facility.
- Contractor is to provide the Department of Public Works written monthly inspections of each facility.
- Material Safety Data Sheets for all chemicals to be used in the performance of this contract shall be kept in each janitorial closet. A binder of all MSDS sheets must be supplied to the Department of Public Works prior to the start of the contract.
- Employees of the selected contractor assigned to county facilities must pass and maintain a Department of Justice fingerprint/ background clearance. Contractor must provide a list of names of each proposed employee to the Department of Public Works 30 days prior to the assignment of any employee. Contract employees will not be permitted to begin work prior to DOJ clearance.



County of San Mateo
Department of Public Works
Building Services
555 County Center Redwood City, Ca 94063
Phone: 650-363-1951 Fax: 650-216-0074

EXHIBIT "B"
FEE SCHEDULE

In consideration of the services provided by Contractor in Attachment "A", County shall pay Contractor based on the following monthly fee schedule:

Area	Facility Code	Facility Name and Address	Monthly Fee
1	F18352	SMC-EPA Government Center 2415 University Avenue East Palo Alto	\$5769.00
2	F29111	Agricultural Commission 728 Heller Street Redwood City	\$354.00
2	F39123	Canyon Oaks 400 Edmonds Road Redwood City	\$990.00
2		Health Services 225 W. 37 th Ave San Mateo	\$7463.00
2	F09257	Public Administrator, Public Guardian 2710-D Middlefield Road Redwood City	\$166.00
2	F0875	Vocational Rehabilitation Center 550 Quarry Road San Carlos	\$4052.00
2	F29091	Weights and Measures 702 Chestnut Street Redwood City	\$354.00
3	F19671	Adult Probation 1050 Mission Rd, South San Francisco	\$2435.00
3	F90674	Safe Harbor (Winter Shelter) 295 North Access Road South San Francisco	\$2582.00
4	F78861	Pacifica Sharp Park Branch Library 104 Hilton Way Pacifica	\$1007.00
4	F78903	Pacifica Sanchez Branch Library 1111 Terra Nova Boulevard Pacifica	\$1006.00
4	F08511	Half Moon Bay Airport 9850 Cabrillo (Pacific Coast)Hwy Moss Beach	\$1024.00
Total Monthly Fee			\$27,202.00



County of San Mateo
Department of Public Works
Building Services
555 County Center Redwood City, Ca 94063
Phone: 650-363-1951 Fax: 650-216-0074

EXHIBIT "C"
LOCATION and
FREQUENCY

Two Times Weekly
Monday and Wednesday

- Public Administrator, Public Guardian - Warehouse Office
2710-D Middlefield Road
Redwood City

Three Times Weekly
Monday, Wednesday, Friday

- Pacifica Sharp Park Branch Library
104 Hilton Way
Pacifica
- Pacifica Sanchez Branch Library
1111 Terra Nova Boulevard
Pacifica
- Agricultural Commission
728 Heller Street
Redwood City
- Weights and Measures
702 Chestnut Street
Redwood City

Four Times Weekly
Monday, Wednesday, Friday and Saturday

- Half Moon Bay Airport
9850 Cabrillo Highway
Moss Beach

Five Times Weekly
Monday through Friday

- Vocational Rehabilitation Center
Suites F and G
550 Quarry Road
San Carlos
- Health Services
225 W. 37th Ave
San Mateo
- Adult Probation
1050 Mission Rd,
South San Francisco

Six Times Weekly
Sunday through Friday includes mid-day
restroom service Monday through Friday

- SMC-EPA Government Center
2415 University Avenue
East Palo Alto

Seven Times Weekly
(including holidays)

- Safe Harbor (Winter Shelter)
295 North Access Road
South San Francisco