

Attachment B

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ANNUAL JANITORIAL SERVICES FOR 2024-2026 PROJECT DIR # N/A

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of ____, 2025 by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT (“DISTRICT”) whose address is **66575 Second Street, Desert Hot Springs, CA 92240** and **Executive Facilities Services, Inc.**, a California Corporation whose address is **6865 Weaver Street, Riverside, CA 92504** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **janitorial services**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement**. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **one year and three months** unless extended by the parties with the approval of the General Manager of the DISTRICT.

2. **Services to be Performed**. CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Jim Ferraro** as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager (“Project Manager”) in connection with the delivery of Services under this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$36,808.72**.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the

Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of

California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required ___ /Not Required X; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY ☐ (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be

provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

f. Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer’s Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT 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 DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees,

contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required

under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONTRACTOR is a design professional under California Civil Code

Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR’S own way as an independent contractor, and in pursuit of CONTRACTOR’S independent calling, and

not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT EXECUTIVE FACILITIES SERVICES, INC.

By: _____

By: _____

Print
Name _____

Print
Name _____

Date: _____

Date: _____

EXHIBIT “A”

PROPOSAL, SCOPE OF SERVICES, AND GENERAL CONDITIONS

(insert behind this page)

EXECUTIVE FACILITIES SERVICES, INC. RESPONSE DOCUMENT REPORT

GEN No. 2025-C&M-001

Annual Janitorial Services for 2025-2026

RESPONSE DEADLINE: February 21, 2025 at 2:00 pm

Report Generated: Wednesday, March 5, 2025

Executive Facilities Services, Inc. Response

CONTACT INFORMATION

Company:

Executive Facilities Services, Inc.

Email:

rjstorm-larsen@execservices.biz

Contact:

RJ Storm-Larsen

Address:

6865 Weaver St.
Riverside, CA 92504

Phone:

N/A

Website:

execservices.biz

Submission Date:

Feb 18, 2025 9:28 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 16, 2025 8:06 PM by RJ Storm-Larsen

QUESTIONNAIRE

- 1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.***

Confirmed

- 2. Disqualified, Removed, or Otherwise Prevented from Bidding***

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

No

- 3. Proceedings, Claims, Lawsuits, & Other Pending Issues***

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Contractor?

No

- 4. W-9***

Please download the below document, complete, and upload.

- [W-9 Clean Form.pdf](#)

W9_EFS_Inc_2025.pdf

- 5. Exhibit C - References***

Please upload your references here.

Exhibit_C_-_References.pdf

- 6. Please provide the name of the individual who will be signing the Contract Agreement.***

Jim Ferraro

- 7. Please provide the title of the individual who will be signing the Contract Agreement.***

Company Owner

- 8. Insurance Requirements***

Confirm that your company can meet all the insurance requirements outlined below:

Contractor shall furnish the District with certificates and amendatory endorsements. All certificates and endorsements are to be received and approved by the District before work commences. The District

reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. Contractor shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the District. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described in the Agreement for Professional Services by Independent Contractor, and such insurance shall be primary with respect to any insurance or self- insurance programs maintained by the District.

Contractor shall require and verify that all subconsultants maintain insurance meeting all requirements stated herein and provide proof of such insurance to the District, if requested. The Contractor shall ensure that the District its directors, officers, employees, contractors, subcontractor and authorized volunteers are an additional insured on Commercial General Liability coverage.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Commercial General Liability (CGL):

Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

Workers' Compensation and Employer's Liability:

Workers' compensation (statutory limits) and employer's liability (\$1,000,000) per accident for bodily injury or disease. Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and consultant will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under

the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

Yes

PLEASE PROVIDE ANY REQUESTED MODIFICATIONS TO INSURANCE REQUIREMENTS.*

Submission of this request does not guarantee acceptance.

Executive Facilities Services, Inc does not have any modifications to the insurance requirements.

9. Agreement for Professional Services by Independent Contractor*

Please download the Agreement for Professional Services in the Attachments section and review. If you agree with its content, checkmark "Accept." If submitting proposed revisions, checkmark "Submitting Revisions".

*Respondent must submit the entire Agreement for Professional Services with markups for consideration. Submission of this request does not guarantee acceptance.

Accept

PRICE TABLES

APRIL 1, 2025, THROUGH JUNE 30, 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MSWD Administration Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$217.80	\$11,325.60
2	MSWD Accounting Modular, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$27.23	\$1,415.96
3	MSWD Annex Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$108.90	\$5,662.80
4	MSWD Corporate Yard/Horton Wastewater Treatment Plant, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$190.58	\$9,910.16
5	MSWD Nancy Wright Regional Water Reclamation Facility, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$163.35	\$8,494.20
TOTAL					\$36,808.72

JULY 1, 2026, THROUGH JUNE 30, 2027

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MSWD Administration Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$224.40	\$11,668.80
2	MSWD Accounting Modular, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$28.05	\$1,458.60
3	MSWD Annex Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$112.20	\$5,834.40
4	MSWD Corporate Yard/Horton Wastewater Treatment Plant, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$196.35	\$10,210.20
5	MSWD Nancy Wright Regional Water Reclamation Facility, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$168.30	\$8,751.60
TOTAL					\$37,923.60

JULY 1, 2027, THROUGH JUNE 30, 2028

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MSWD Administration Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$231.00	\$12,012.00
2	MSWD Accounting Modular, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$28.88	\$1,501.76
3	MSWD Annex Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$115.50	\$6,006.00
4	MSWD Corporate Yard/Horton Wastewater Treatment Plant, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$202.13	\$10,510.76
5	MSWD Nancy Wright Regional Water Reclamation Facility, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$173.25	\$9,009.00
TOTAL					\$39,039.52

JULY 1, 2028, THROUGH JUNE 30, 2029

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MSWD Administration Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$237.60	\$12,355.20
2	MSWD Accounting Modular, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$29.70	\$1,544.40
3	MSWD Annex Building, all routine janitorial and disinfection services including but not limited to all items described in the scope of services	52	Weekly	\$118.80	\$6,177.60
4	MSWD Corporate Yard/Horton Wastewater Treatment Plant, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$207.90	\$10,810.80
5	MSWD Nancy Wright Regional Water Reclamation Facility, all routine janitorial and disinfection services including but not limited to all items described in the scope of services.	52	Weekly	\$178.20	\$9,266.40
TOTAL					\$40,154.40

SCOPE OF SERVICES AND GENERAL CONDITIONS

Annual Janitorial Services for 2025-2026

Scope of Services:

The scope of services consists of, but is not limited to, providing the regularly scheduled professional janitorial services for Mission Springs Water District (District). The Contractor shall provide appropriate supplies to maintain a high level of cleanliness effectively, and safely for specified District Facilities in accordance with the best standards of practice. It shall be the successful Contractor's responsibility to furnish at his/her own expense all tools, equipment, janitorial supplies, labor, fuel, materials, supervision, and services necessary for the satisfactory performance of the work as set forth in the following:

Locations:

Accounting Modular

66575 Second Street
Desert Hot Springs, CA 92240

Administration Building (Admin Building)

66575 Second Street
Desert Hot Springs, CA 92240

Annex Building

66547 Second Street
Desert Hot Springs, CA 92240

Corporate Yard (Corp Yard) / Horton Wastewater Treatment Plant (HWWTP)

14501 Park Lane / 14501 Verbena Drive
Desert Hot Springs, CA 92240

Nancy Wright Regional Water Reclamation Facility (NWRWRF)

19999 Little Morongo Road
Desert Hot Springs, CA 92240

Work Schedule:

The Contractor shall provide janitorial cleaning and disinfecting services two (2) times per week at all locations on Tuesdays and Fridays.

- **Corp Yard, HWWTP and NWRWRF**

- Tuesdays after 4:00 p.m. but completed before 6:30 a.m. on Wednesdays.
- Fridays after 3:30 p.m. but completed before 6:30 a.m. on Mondays.

- **Admin Building, Annex Building, and Accounting Modular**

- Tuesdays after 5:30 p.m. but completed before 7:00 a.m. on Wednesdays.
- Fridays after 4:30 p.m. but completed before 7:00 a.m. on Mondays.

Services noted as “quarterly” shall be performed at the end of each quarter in September, December, March, and June. Services noted as “semi-annual” shall be performed in July and January. Specific dates and times for quarterly and semi-annual services will be coordinated with the Project Manager or Authorized Staff a minimum of three (3) weeks prior to service being performed.

Work Requirements, Conditions, and Improvements:

The Contractor shall provide all labor, cleaning supplies, equipment, and materials necessary for janitorial cleaning and disinfection services, as well as stocking supplies at the specified locations. This includes, but is not limited to, multi-fold paper towels for manual towel dispensers, paper towel rolls (with batteries) for automatic dispensers, two-ply toilet paper (Charmin or equivalent), hand soap (with dispenser batteries), hand sanitizers, and air fresheners or replacement cartridges (with dispenser batteries). Additionally, the restrooms must maintain a minimum of five (5) rolls of toilet paper and two (2) seat cover boxes in the restroom cabinets.

Admin Building - Upper Level & Lower Level:

The Contractor shall perform routine janitorial and disinfecting services including:

1. Empty all trash and recycle containers, replace them with new liners and return them to their original locations.
2. Clean and disinfect all desks, tables, chairs, counters, wall frames and bookcases.
3. Clean and disinfect spills, soil and fingerprints on scanners, phones, desks, counters, and tables (please do not move any paperwork on the desks, unless approved to).
4. Clean and disinfect soil and fingerprints on all walls, light switches, doors/door knobs and door frames.
5. Clean, polish and disinfect all drinking fountains.
6. Vacuum all carpeted floors including stairs.
7. Sweep and mop all vinyl and tile floors.
8. Clean and disinfect microwave ovens inside and out.
9. Clean and disinfect the outside of the refrigerators.
10. Monitor/refill soap, toilet paper, and all paper towel dispensers.
11. Clean glass conference table in the General Manager’s office.
12. Clean and disinfect the podium, tables, dais, countertop, and chairs in the boardroom.
13. Vacuum and wipe down all window blinds, ledges, and sills.
14. Clean interior and exterior windows on a **quarterly basis**.
15. Carpet shampoo/cleaning must be done **semi-annual**.

16. Clean and disinfect sinks, urinals, toilets, and clean all mirrors in restrooms. Replace urinal screen/deodorizer weekly and toilet air freshener monthly.
17. Clean and disinfect countertops in both kitchenette areas.
18. Clean and disinfect the handrails on the interior stairway.
19. Clean and disinfect the railing outside the lower level backdoor.

Accounting Modular:

The Contractor shall perform routine janitorial and disinfecting services including:

1. Empty all trash and recycle containers, replace them with new liners and return them to their original locations.
2. Clean and disinfect all desks, tables, chairs, counters, wall frames and bookcases.
3. Clean and disinfect spills, soil and fingerprints on scanners, phones, desks, counters, and tables (please do not move any paperwork on the desks, unless approved to).
4. Clean and disinfect soil and fingerprints on all walls, light switches, doors/door knobs and door frames.
5. Clean, polish and disinfect all drinking fountains.
6. Vacuum all carpeted floors.
7. Clean and disinfect microwave oven inside and out.
8. Clean and disinfect the outside of the refrigerators.
9. Vacuum and wipe down all window blinds, ledges, and sills.
10. Clean interior and exterior windows on a **quarterly basis**.
11. Carpet shampoo/cleaning must be done **semi-annual**.

Annex Building:

The Contractor shall perform routine janitorial and disinfecting services including:

1. Empty all trash and recycle containers, replace them with new liners and return them to their original locations.
2. Clean and disinfect all desks, tables, chairs, counters, wall frames and bookcases.
3. Clean and disinfect spills, soil and fingerprints on scanners, phones, desks, counters, and tables (please do not move any paperwork on the desks, unless approved to).
4. Clean and disinfect soil and fingerprints on all walls, light switches, doors, and door frames.
5. Clean, polish and disinfect all drinking fountains.
6. Vacuum all carpeted floors including stairs.
7. Sweep and mop all vinyl and tile floors.
8. Clean and disinfect microwave ovens inside and out.
9. Clean and disinfect the outside of the refrigerators.
10. Monitor/refill soap, toilet paper and all paper towel dispensers.
11. Vacuum and wipe down all window blinds, ledges, and sills.
12. Clean and disinfect sinks, urinals, toilets, and clean all mirrors in restrooms. Replace urinal screen/deodorizer weekly and toilet air freshener monthly.

13. Clean interior and exterior windows on a **quarterly basis.**
14. Carpet shampoo/cleaning must be done at least **semi-annual.**

Corp Yard / HWWTP:

The Contractor shall perform routine janitorial and disinfecting services including:

1. Empty all trash and recycle containers, replace them with new liners and return them to their original locations.
2. Clean and disinfect all desks, tables, chairs, counters, wall frames and bookcases.
3. Clean and disinfect spills, soil and fingerprints on scanners, phones, desks, counters, and tables (please do not move any paperwork on the desks, unless approved to).
4. Clean and disinfect soil and fingerprints on all walls, light switches, doors, and door frames.
5. Clean, polish and disinfect all drinking fountains.
6. Sweep and mop all vinyl, tile, and cement floors.
7. Clean and disinfect microwave ovens inside and out.
8. Clean and disinfect the outside of the refrigerators.
9. Monitor/refill soap, toilet paper and all paper towel dispensers.
10. Vacuum and wipe down all window blinds, ledges, and sills.
11. Clean and disinfect sinks, urinals, toilets, showers, and clean all mirrors in restrooms. Replace urinal screen/deodorizer weekly and toilet air freshener monthly.
12. Clean interior and exterior windows on a **quarterly basis.**

NWRWRF:

The Contractor shall perform routine janitorial and disinfecting services including:

1. Empty all trash and recycle containers, replace them with new liners and return them to their original locations.
2. Clean and disinfect all desks, tables, chairs, counters, wall frames and bookcases.
3. Clean and disinfect spills, soil and fingerprints on scanners, phones, desks, counters, and tables (please do not move any paperwork on the desks, unless approved to).
4. Clean and disinfect soil and fingerprints on all walls, light switches, doors/door knobs and door frames.
5. Clean, polish and disinfect all drinking fountains.
6. Sweep and mop all vinyl and tile floors.
7. Clean and disinfect microwave ovens inside and out.
8. Clean and disinfect the outside of the refrigerators.
9. Monitor/refill soap, toilet paper, and all paper towel dispensers.
10. Vacuum and wipe down all window blinds, ledges, and sills.
11. Clean interior and exterior windows on a **quarterly basis.**

12. Clean and disinfect sinks, urinals, toilets, showers, and clean all mirrors in restrooms. Replace urinal screen/deodorizer weekly and toilet air freshener monthly.
13. Clean and disinfect countertops in breakroom/kitchenette area.

On the first Saturday of every other month the Contractor shall perform the following at all locations:

1. Dust and vacuum all air conditioning vents/registers and diffusers.
2. Spray, buff, and polish all vinyl and composition floors.

Special Services:

Emergency services shall be made available 24 hours a day / 7 days a week and will be performed as directed by the Project Manager or Authorized Staff. Requests for emergency services can be made by phone without requiring an amendment to the contract agreement or an additional work order. All other requests must be submitted in writing.

GENERAL CONDITIONS

Project Description:

Mission Springs Water District (MSWD or District) is soliciting bids from qualified Contractors to provide janitorial and disinfection services at five (5) locations in the City of Desert Hot Springs, CA. The contract will be awarded to the lowest responsive and responsible bidder based on the combined totals of the pricing tables. The initial contract period will be from April 1, 2025, through June 30, 2026. MSWD reserves the right, at its sole discretion, to extend the agreement for additional one-year terms, up to a maximum of three (3) years. No public bid opening will be held.

Personnel:

The Contractor shall assign an on-site supervisor who will have overall responsibility for the performance of the services and who will be able to promptly resolve any questions or problems that arise. Contractor shall advise their supervisory staff and working personnel that because of the risk/liability issues, individuals not directly employed by the Contractor, children, family, friends, or pets are not permitted on District property during working hours.

Damage:

If Contractor damages any property belonging to the District, the District may either retain from the money due to the Contractor an amount sufficient to repair the damage or require the Contractor to have the damage repaired to the satisfaction of the District, at the Contractor's expense.

Building Access:

The successful Contractor must contact the Project Manager or Authorized Staff, prior to commencement of work. The Contractor will be issued keys, remotes, access cards and access codes to the work areas. Keys shall be assigned and used by only individuals employed by the Company. The Contractor shall report all lost or stolen keys, remotes, and access cards to the Project Manager or Authorized Staff within 24 hours of discovery of the loss. The Contractor shall reimburse the District for the cost as determined by the Project Manager or Authorized Staff for rekeying the facilities or duplicating additional keys, remotes, and/or access cards. Upon completion of this contract, and prior to payment of a final invoice, all keys, remotes, and access cards shall be returned and accounted for by the Project Manager or Authorized Staff.

Non-Performance for Services:

Contractor will be considered non-compliant when in the judgment of the Project Manager or Authorized Staff, any one or more of the following conditions exist:

- a. The work requested was not performed in accordance with the performance standards set by this contract or the Project Manager or Authorized Staff.

- b. The work requested was not performed/or finished within the time specified.
- c. The specified equipment, tools or chemicals were not available, not used, not used correctly or were not in good operating condition, resulting in a substandard job.
- d. The “Daily Log” was not completed at the completion of the cleaning period.

Notification will be made to the Contractor directing that a correction of the deficiency be re-cleaned or as otherwise directed by the Project Manager or Authorized Staff at no increase or additional cost to the total contractual amount.

Background Check, Security and Identification:

A Live Scan is required for all staff working in District Facilities, to be conducted at the Contractor’s sole expense.

The Contractor must provide a written attestation that a legally permissible background check to the extent allowed by law has been conducted on each employee prior to initial employment. Copies of all background checks must be submitted to the District two weeks before employees’ arrival at the District premises. An acceptable background check must be completed through an accredited company and include, at minimum, a criminal records and sex offender database check.

Upon the termination or transfer of any employee, the Contractor must immediately notify the Project Manager or Authorized Staff by phone and email. The Contractor must also promptly retrieve all District-owned property (keys, remotes, access cards) from the individual and return it to the Project Manager or Authorized Staff.

Business License:

Prior to beginning any work, the Contractor shall obtain a Desert Hot Springs business license.

References:

The Contractor shall complete and include, with bid, the attached Exhibit C - References. Please submit at least three (3) references.

Insurance Requirements:

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor’s authorized agent and submitted to the District. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self- insurance programs maintained by the District.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of \$2,000,000 per occurrence and \$4,000,000 aggregate with an insurance carrier acceptable to the District and name the District as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000, combined single limit for bodily injury liability and property damage liability and name the District as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

Workers' Compensation and Employer's Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the District. The Contractor and any sub-Contractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Contractor shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of \$1,000,000 per claims made and \$2,000,000 aggregate with an insurance carrier accepted to the District.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the District.

- The name of the insured Contractor, the specified job by name, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be submitted by the broker directly to Mission Springs Water District via e-mail to the contract manager assigned. The insurer will notify the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The District reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)