

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Indra S. Winqest  
General Manager

**FROM:** Paul Navazio  
Director of Finance

**SUBJECT:** Janitorial Services:

- 1) Ratify prior Board action authorizing a contract with CC Cleaning for Janitorial services at the Recreation Center, for the five-year period from October 2019 through October 2024, per base bid (\$67,340 per year) plus annual CPI factor; and
- 2) Authorize a contract with CC Cleaning for janitorial services at Diamond Peak Ski Resort, in the amount not-to-exceed \$42,250 per year, with option to extend for three additional one-year terms, and
- 3) Authorize a contract with Alta Vista for janitorial services at selected District venues, in an amount not-to-exceed \$95,000 per year.

**DATE:** November 10, 2021

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**I. RECOMMENDATION**

Staff recommends that the Board of Trustees:

- 1) Ratify prior Board action authorizing a contract with CC Cleaning for Janitorial services at the Recreation Center, for the five-year period from October 2019 through October 2024, per base bid plus annual CPI factor; and
- 2) Authorize a contract with CC Cleaning to include janitorial services at Diamond Peak Ski Resort, in the amount not-to-exceed \$42,250 per year, with option to extend for three additional one-year terms.

Janitorial Services – 1) Authorize contracts with CC Cleaning Service for janitorial services provided to the Recreation Center and Diamond Peak Ski Resort, and 2) authorize Contract with Alta Vista for janitorial services to other venues, in the amount not-to-exceed \$95,000, and 3) allowing for annual extensions.

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- 3) Authorize a contract with Alta Vista for janitorial services at selected District venues, in an amount not-to-exceed \$95,000 per year, with annual CPI factor, through October 2024; and
- 4) Authorize the General Manager to execute the above contracts subject to a review as to form by the District Counsel.

## II. **BACKGROUND**

The District has historically provided janitorial services for its public venues and offices through a combination of in-house janitorial staff and contracts with janitorial vendors. This agenda item has been prepared to ensure that all janitorial services are provided consistent with the District's procurement and purchasing policies.

### *Janitorial Services – Recreation Center*

At their meeting of October 10, 2019, the Board approved a contract with CC Cleaning for janitorial services at the Recreation Center, in an amount not-to-exceed 67,340. This contract award followed a bid process in accordance with NRS 332.115. Following Board approval, a formal contract was executed with CC Cleaning consistent with the scope and cost outlined in the Board memo; however, the executed contract includes a provision whereby the District, at its sole discretion, has the option to extend the term of the contract for up to five additional one-year terms, with the base bid adjusted per specified annual CPI (inflation) factor.

### *Janitorial Services – Diamond Peak*

At the same meeting, and as a result of a separate bid, the Board approved a one-year contract with CC Cleaning for janitorial services for Diamond Peak. This contract was for an amount not-to-exceed \$42,250 and covered the term of the planned 130-day 2019/20 ski season.

For the 2020/21 ski season, informal bids were solicited for janitorial services at Diamond Peak Ski Resort and a Purchase Order was issued under General Manager authority provided in Board Policy 3.1.0, in the amount of \$40,260, to CC Cleaning. However, for the current ski season, Board approval is being sought to authorize the a new contract with CC Cleaning for janitorial services provided to Diamond Peak, as the combined cost of the two contracts with the same vendor

Janitorial Services – 1) Authorize contracts with CC Cleaning Service for janitorial services provided to the Recreation Center and Diamond Peak Ski Resort, and 2) authorize Contract with Alta Vista for janitorial services to other venues, In the amount not-to-exceed \$95,000, and 3) allowing for annual extensions.

exceed the General Manager’s contract authority.

*Janitorial Services – Other District Venues*

During the FY2021/22 budget process, Building Maintenance Division staff looked for opportunities to reduce overall costs of providing janitorial services and, as a result, recommended to the Board that a vacant full-time janitorial position be eliminated and that janitorial services for the District’s Administration Building, Public Works complex (including Wastewater Treatment Plant), the Chateau, Aspen Grove, and the Mountain Golf Course Clubhouse be contracted out. The approved FY2021/22 budget provides for these services to be provided via an outside contract.

Bids were solicited from qualified vendors and staff’s recommendation is to award the contract for janitorial services for these sites to Alta Vista, in an amount not-to-exceed \$95,000.

This agenda item seeks Board approval to a) ratify the existing multi-year contract with CC Cleaning, b) authorize a separate contract with CC Cleaning to provide janitorial services provided to Diamond Peak, and c) authorize a new contract with Alta Vista for provision of janitorial services to offices and venues, exclusive of the Recreation Center and Diamond Peak.

**III. FINANCIAL IMPACT**

Funding to cover the costs of the existing and proposed contracts for janitorial services are included in the District’s approved FY2021/22 budget, as follows:

<u>Venues</u>	<u>Budget</u>	<u>Fund</u>
Recreation Center	\$ 77,030	Recreation (350)
Diamond Peak Ski Resort (CC Cleaning)	\$ 40,625*	Ski (340)
Other venues / extra services (Alta Vista)	\$ 106,000	Var. (100,200,320)

\* The approved budget for the Diamond Peak Ski Resort contemplated a 125-day ski season, whereas the updated quote for janitorial services covers up to 130-days. Should additional funding be required to support the proposed janitorial contract, funding will be re-allocated from other supplies and services within the Ski Fund (340) budget.

Funding to cover the annual costs of services to be provided through these

Janitorial Services – 1) Authorize contracts with CC Cleaning Service for janitorial services provided to the Recreation Center and Diamond Peak Ski Resort, and 2) authorize Contract with Alta Vista for janitorial services to other venues, In the amount not-to-exceed \$95,000, and 3) allowing for annual extensions.

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contracts upon the District exercising its option for annual extensions will be covered through baseline budget appropriations, subject to Board approval.

#### **IV. BUSINESS IMPACT**

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

#### **V. CONCLUSION**

It is recommended that the Board 1) ratify the existing contract with CC Cleaning for janitorial services at the Recreation Center, 2) authorize a contract with CC Cleaning for janitorial services to be provided to the Diamond Peak Ski Resort, for FY2021/22, with the option to extend contract for three additional one-year terms, and 3) authorize a contract with Alta Vista for janitorial services provided to District venues exclusive of the Recreation Center and Diamond Peak, in an amount not to exceed \$95,000 per year, with an option to extend the term through October 2024.

Attachments:

- 1) Current contract with CC Cleaning for janitorial services (Recreation Center)
- 2) Proposed contract with CC Cleaning for janitorial services at Diamond Peak
- 3) Proposed contract with Alta Vista for janitorial services (Other venues)

## **SECTION 4 - AGREEMENT**

THIS AGREEMENT is dated as of the 31st day of October in the year 2019 by and between Incline Village General Improvement District (IVGID) (hereinafter called OWNER) and CC Cleaning Services, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Janitorial services at the Incline Village Recreation Center, located at 980 Incline Way in Incline Village, Nevada. Services include cleaning of basketball court, gymnasium, cardio fitness equipment, trash and recycling collection, vacuuming, general cleaning, replacement of restroom supplies, dusting, restroom, showers and locker room cleaning, and other services as described in the Service Specifications.

### **ARTICLE 2 – CONTRACT ADMINISTRATOR**

The Work has been described by the IVGID Administrative Division, hereinafter called Contract Administrator and who is to act as OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to Contract Administrator in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Interpretation of specification documents shall be made by the Contract Administrator.

### **ARTICLE 3 – CONTRACT TIME**

**3.1** This contract shall be one year in duration, beginning on the date established in the Notice to Proceed issued by the OWNER's Contract Administrator. The OWNER has the option of extending the contract for a one year period on the second, third, fourth, and fifth years. Such extension shall occur unless the OWNER notifies the CONTRACTOR prior to 30 days before the contract expires (i.e., end of the first year) that the OWNER will not exercise the option for a second, third, fourth, and/or fifth year extension. Upon contract extensions the contract price can increase by up to Consumer Price Index (CPI) and is agreed to by both parties.

**3.1.1** The annual contract extensions will use the following terms for CPI increases. CPI will be determined by using the percentage of change between the annual average from the previous year to the annual average for the current year for all urban customers (CPI-U). The CPI adjustment cannot exceed 5 %.

### **3.2 Notice of Award and Notice to Proceed**

The OWNER anticipates issuing Notice of Award on or about November 1, 2019 and issuing Notice to Proceed on or about November 15, 2019.

### **3.3 Liquidated Damages**

OWNER and CONTRACTOR recognize that time and performance is of the essence in the Agreement, and that OWNER will suffer financial loss if the Work is not completed within the times and to the performance requirements specified in the Janitorial Services Specifications and General Conditions. The parties herein also recognize that delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time and to the requirements of the contract. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for impacts (but not as a penalty), CONTRACTOR shall pay OWNER \$200, at each location as determined by Contract Administrator, for each day that expires after a failure to perform and upon receipt of correction notice in accordance with General Conditions Article 7.1.7.

## **ARTICLE 4 – CONTRACT PRICE**

### **4.1 OWNER shall pay CONTRACTOR for Work in accordance with the Contract Documents in current funds as follows:**

Payment will be monthly, based on weekly charges as shown on Bid Form. The estimated total annual price will be Sixty-Seven Thousand Three Hundred Forty Dollars (\$67,340.00), subject to actual time of work for the IVGID Recreation Center, and other adjustments.

## **ARTICLE 5 – PAYMENT PROCEDURES**

CONTRACTOR shall submit an Invoice in accordance with Article 8 of the General Conditions. The Invoice will be processed by Contract Administrator as provided in the General Conditions.

## **ARTICLE 6 – INTEREST**

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate of six percent (6%) annually.

## **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

### **7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.**

- 7.2 CONTRACTOR has given Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Contract Administrator is acceptable to CONTRACTOR.

#### **ARTICLE 8 – CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 4, inclusive).
- 8.2 Contractor's bid, dated September 24, 2019.
- 8.3 General Conditions.
- 8.4 Specifications bearing the title, "Janitorial Service Specifications."
- 8.5 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- All Written Amendments and other documents amending, modifying, or supplementing the Contract documents pursuant to the General Conditions.
- 8.6 The documents listed in Paragraphs 8.2, *et seq.*, above are attached to this Agreement (except as expressly noted otherwise).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

#### **ARTICLE 9 – MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Extent of Agreement. This Agreement, including all exhibits and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings,

conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the project of CONTRACTOR's services.

**ARTICLE 10 – OTHER PROVISIONS**

10.1 None.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and date of the year first set forth above.


**INCLINE VILLAGE GID**

**CONTRACTOR  
CC CLEANING SERVICES LLC**

Reviewed as to Form:

By:   
\_\_\_\_\_  
Indra S. Winquest  
Interim General Manager

By:   
\_\_\_\_\_  
Signature of Authorized Representative

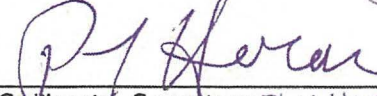
By:   
\_\_\_\_\_  
Jason Guinasso  
District General Counsel

John Santoemma, GM  
Type or Print Name & Title

If Company is a Corporation, attach Authorization to Sign.

Agreed to:

By:   
\_\_\_\_\_  
Kendra Wong, Chairperson

By:   
\_\_\_\_\_  
Tim Callicrate, Secretary *Phil Horan  
vice chair*

Address for Giving Notice:

Federal Tax ID No. 47-2871313

Business License No. W040796A-LIC

**INCLINE VILLAGE G. I. D.**  
893 Southwood Boulevard  
Incline Village, Nevada 89451



## SECTION 5 – GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:
- 1.1.1 Addenda. Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.
  - 1.1.2 Agreement. The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
  - 1.1.3 Application for payment. The form accepted by the Contract Administrator which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 1.1.4 Bid. The offer or proposal of the Bidder submitted on the prescribed form, setting forth the prices for the Work to be performed.
  - 1.1.5 Bidding Documents. The advertisement or invitation to Bid, instructions to bidders, the Bid form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
  - 1.1.6 Bidding Requirements. The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
  - 1.1.7 Change Order. A document recommended by the Contract Administrator, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - 1.1.8 Contract Administrator. The OWNER employee appointed by the OWNER, to administer the contract and review the work of the CONTRACTOR.
  - 1.1.9 Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an Exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Specifications as the same are more specifically identified in the Agreement, together with all written Amendments and/or Change Orders.
  - 1.1.10 Contract Price. The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

- 1.1.11 CONTRACTOR. The person, firm or corporation with whom OWNER has entered into the Agreement.
- 1.1.12 Defective. An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.
- 1.1.13 Hazardous Waste. The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.1.14 Normal Business Hours.
- Recreation Center: Monday through Friday, 6 a.m. - 9 p.m.; Saturday and Sunday, 7 a.m. - 8 p.m. Open everyday except Christmas.
- 1.1.15 OWNER. The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 1.1.16 Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.1.17 Work. The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor, materials and equipment and performing services.
- 1.1.18 Work Change Directive. A written directive to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by the OWNER, ordering an addition, deletion or revision in the Work.
- 1.1.19 Written Amendment. A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR, on or after the Effective Date of the Agreement.

## **ARTICLE 2 - CONTRACT DOCUMENTS: INTENT, AMENDING**

### **2.1 INTENT**

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work.

## **2.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**

2.2.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2.2.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work, CONTRACTOR shall report it to Contract Administrator in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by OWNER) until an amendment or supplement to the Contract Documents has been issued.

2.2.3 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of Contract Administrator as to the Work, it is intended that such requirement, direction, review or judgement will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the Service Specification indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Contract Administrator any duty or authority to supervise or direct the furnishing or performance of the work.

## **2.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

2.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- A formal Written Amendment,
- A Change Order, or
- A Work Change Directive

## **ARTICLE 3 - PRELIMINARY MATTERS**

### **3.1 GENERAL SCOPE OF WORK**

3.1.1 The following information is provided to assist the CONTRACTOR in understanding the scope of services needed by OWNER for all facility groupings.

As the public agency for Incline Village, Nevada, IVGID takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees and expects the janitorial services to demonstrate this same pride in their work performed.

3.1.2 Scheduling Work: The CONTRACTOR shall submit a schedule of performing the Work to the Contract Administrator for approval. Such approval shall not be unreasonably withheld.

### **3.2 STAFFING**

The CONTRACTOR shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

### **3.3 EMPLOYEE RECRUITMENT**

3.3.1 The CONTRACTOR must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Contract Administrator shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- Maintain poise and self-control under stress.

### **3.4 EMPLOYEE ACCEPTANCE BY OWNER**

OWNER will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. OWNER reserves the right to require the CONTRACTOR to remove any janitorial personnel from further duty at IVGID, without cause and without the right to recover damages by such janitorial employee or by the CONTRACTOR from OWNER. If OWNER requires the removal of any janitorial personnel from duty, OWNER will attempt to provide the CONTRACTOR reasons for the removal demand. However, OWNER is not required to provide such reasons, the CONTRACTOR may not challenge such reasons, and the CONTRACTOR shall promptly remove and replace an individual janitorial employee when requested to do so by OWNER.

### 3.5 UNIFORM AND APPEARANCE STANDARDS

The selected CONTRACTOR's employees shall be neat and clean in appearance.

### ARTICLE 4 - SECURITY AND ACCESS TO FACILITIES

- 4.1 OWNER shall provide reasonable access to the facility for CONTRACTOR's successful completion of the Work.
- 4.2 Keys to various areas of the facility will be made accessible to the CONTRACTOR. All costs accrued by OWNER in reinstating facility security occasioned by the loss of facility keys due to the CONTRACTOR's and/or it's employee's negligence will be charged to the CONTRACTOR and shall be deducted from monthly payment to CONTRACTOR, or otherwise collected.
- 4.3 The CONTRACTOR will be given instructions on OWNER's sign-in/out procedures. It shall be the CONTRACTOR's responsibility to assure procedures are strictly followed. Upon completion of activities each day, the CONTRACTOR shall be responsible for securing all entries to offices and to buildings prior to departure.
- 4.4 The CONTRACTOR shall ensure that only their properly identified employees, as listed with the Contract Administrator, are permitted on IVGID premises during the performance of duties. The CONTRACTOR will be held strictly accountable for damages or breaches of security caused by its employees, including costs of loss to the OWNER caused by its employees.

### ARTICLE 5 -INSURANCE REQUIREMENTS

- 5.1 **Commercial Insurance:** CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees, or SUBCONTRACTORS. CONTRACTOR shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. CONTRACTOR shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to OWNER in the event of material change, termination or non-renewal by either CONTRACTOR or carrier.
- 5.2 **General Liability:** CONTRACTOR shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 5.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the CONTRACTOR or any SUBCONTRACTOR by the OWNER; and in view of NRS 616.280 and 617.210 requiring that CONTRACTOR comply with the provisions of Chapters 616 and 617 of NRS, CONTRACTOR shall, before commencing work under the provisions of this

Agreement, furnish to the OWNER a Certificate of Insurance from an admitted insurance company in the State of Nevada.

- 5.4 PROPERTY INSURANCE.** The OWNER shall maintain appropriate property insurance for the project, including the CONTRACTOR's work. CONTRACTOR shall be liable for OWNER's deductible, up to \$1,000, for claims for CONTRACTOR's work or property associated with that work. OWNER shall maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interest of OWNER, Contract Administrator, CONTRACTOR, SUBCONTRACTORS, and Contract Administrator's consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these General Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals).

If not covered under the "all-risk" insurance or otherwise provided in these General Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph 5.1 shall comply with the requirements of Paragraph 5.5.

- 5.5 INSURANCE NOTIFICATION.** All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraph 5.1 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed nor renewal refused until at least thirty (30) days' prior written notice has been given to OWNER by certified mail.

## **ARTICLE 6 - CONTRACTOR RESPONSIBILITY**

- 6.1** The CONTRACTOR shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at the OWNER'S facilities. These activities include, but may not be limited to, the following:

6.1.1 Recruit, screen, and train personnel.

6.1.2 Provide a Project Manager who shall be responsible for the performance of the contract and remain the CONTRACTOR's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with OWNER's Contract Administrator to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Contract Administrator. The Project Manager shall contact the Contract Administrator to review overall performance, receive special instructions regarding

cleaning items, or discuss other pertinent items regarding the contract and the CONTRACTOR's performance.

- 6.1.3 CONTRACTOR shall furnish all durable supplies, materials, and equipment necessary for the proper performance of the work. These include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, buffing machines, industrial type vacuum cleaners, carpet extractors, etc. Such items will remain the property of the CONTRACTOR and are to be maintained in good working condition. Equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contract Administrator, which shall not be unreasonably withheld. Equipment deemed by the Contract Administrator(s) to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR.
  - 6.1.4 CONTRACTOR shall furnish all disposable/expendable supplies, materials, and equipment necessary for the proper performance of the work. These include but are not limited to porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. As a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications.
    - 6.1.4.6 Refer to Section 7.1.3 for items provided by OWNER.
  - 6.1.5 The CONTRACTOR shall not use any material or supplies which the Contract Administrator determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
  - 6.1.6 Provide to the Contract Administrator and post in janitorial closets Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building.
  - 6.1.6 Provide hazardous chemical communications training to CONTRACTOR's personnel.
  - 6.1.7 Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.
  - 6.1.8 Report vandalism and/or damage of OWNER's property to the Contract Administrator immediately upon discovery.
- 6.2 CONTRACTOR shall conform with the Nevada Revised Statutes 332 & 338 in the performance of public work in the State of Nevada, including, but not limited to, the requirements of the following:
- 6.2.1 Labor Discrimination: In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color,

national origin, or sex. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.2.2 The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

### **6.3 INDEMNIFICATION**

6.3.1 The CONTRACTOR agrees to hold harmless, indemnify and defend OWNER, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to CONTRACTOR's property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the CONTRACTOR, his employees, agents, representatives or SUBCONTRACTORS arising out of the performance of work under these Contract Documents by the CONTRACTOR, or by others under the direction or supervision of the CONTRACTOR.

6.3.2 In determining the nature of the claim against OWNER, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against OWNER.

6.3.3 In the event of a claim or lawsuit against OWNER, CONTRACTOR shall reimburse OWNER for cost of OWNER's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

### **ARTICLE 7 - OWNER'S RESPONSIBILITY**

7.1 OWNER will be responsible for providing direction to the CONTRACTOR. These activities include, but may not be limited to, the following:

7.1.1 Identify a Contract Administrator at the time of award. The Contract Administrator will submit in writing to the CONTRACTOR the names of OWNER's personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than OWNER authorized personnel will not be accepted or paid for by OWNER.

7.1.2 Furnish electrical power at existing power outlets for the CONTRACTOR's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose.

7.1.3 OWNER will supply all consumable supplies for restrooms. This to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, toilet



seat covers, shower curtains and paper cups. OWNER will also supply all liners for trash cans and recycle totes.

- 7.1.4 Provide storage for the CONTRACTOR to store any necessary supplies, materials and equipment.
- 7.1.5 Establish time and frequency of direct meetings with the CONTRACTOR's Project Manager.
- 7.1.6 Schedule inspections with the CONTRACTOR's Project Manager on a monthly basis or as otherwise directed by the facility Administrator. Quality service and strict adherence to the contract will be expected from the CONTRACTOR.
- 7.1.7 OWNER representatives will develop an internal monitoring system that will be used to ensure service quality, which shall include regularly, scheduled written inspections with a copy to the Contract Administrator. Contract Administrator may choose to inspect with the CONTRACTOR, or without. Any deviation from the Janitorial Service Specifications noted by the Contract Administrator shall be documented with a correction notice and include a correction time period of not less than 24 hours from the time of the work deviation for remedy by the CONTRACTOR.
  - If the correction notice is submitted to the CONTRACTOR and corrections are not made within the specified amount of time, the CONTRACTOR shall be assessed \$200.00 liquidated damages, per location, per day until the problem is rectified, as established by the Contract Administrator.

## **ARTICLE 8 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **8.1 REVIEW OF INVOICING FOR PROGRESS PAYMENT**

Contract Administrator will, within ten days after receipt of each Invoice, either indicate in writing a recommendation of payment, or return the Invoice to CONTRACTOR indicating in writing reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

### **8.2 INVOICING FOR PROGRESS PAYMENT**

At least fourteen days before the date established by the Contract Administrator for each progress payment (but not more often than once a month), CONTRACTOR shall submit to Contract Administrator for review an Invoice filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application.

## **ARTICLE 9 - NON-ASSIGNABILITY**

No CONTRACTOR shall assign any interest in this Contract by assignment, transfer or novation without prior written consent of the OWNER. This provision shall not be construed

to prohibit the CONTRACTOR from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to OWNER.

## **ARTICLE 10 - TERMINATION**

### **10.1 TERMINATION FOR CAUSE**

10.1.1 OWNER may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that the OWNER shall give the CONTRACTOR:

- A. A written warning specifying the CONTRACTOR's failure. If, within ten days after receipt of such a written warning, CONTRACTOR shall not have either corrected such failure and thereafter proceeded diligently to complete and/or maintain such correction, then the OWNER may, at its option, issue a written notice.
- B. A written notice will place the CONTRACTOR in default and the Contract shall terminate on the date specified in such notice, or the OWNER may, at its option, place the CONTRACTOR in default and the Contract shall terminate at some later date specified should CONTRACTOR not have either corrected such failure and thereafter proceed diligently to complete and/or maintain such correction.

10.1.2 The CONTRACTOR may exercise any rights available to it under Nevada law to terminate for cause upon the failure of the OWNER to comply with the terms and conditions of this Contract; provided the CONTRACTOR shall give the OWNER written notice specifying the OWNER's failure and a reasonable opportunity for the OWNER to cure the defect.

### **10.2 TERMINATION FOR CONVENIENCE**

OWNER may terminate the Contract at any time by giving thirty days' written notice to the CONTRACTOR. CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **ARTICLE 11 - ARBITRATION**

11.1 This Agreement so to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

11.2 The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and

after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

- 11.3 OWNER and CONTRACTOR are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help OWNER and CONTRACTOR reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.
- 11.4 OWNER and CONTRACTOR shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.
- 11.5 In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the OWNER or CONTRACTOR fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either OWNER or CONTRACTOR may then initiate judicial proceedings by filing suit. OWNER and CONTRACTOR will share the cost of mediation equally unless agreed otherwise.

**END OF GENERAL CONDITIONS**

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## **SECTION 6 – JANITORIAL SERVICES SPECIFICATIONS**

### **ARTICLE 1. GENERAL**

- 1.01 Specifications are set forth herein for the purpose of establishing minimum standards. Variations which, in the opinion of the OWNER, fall below the standards of the specifications will not be allowed or accepted. CONTRACTOR may propose in writing any material or process equal to those specified herein, but each deviation from the specifications listed herein must be set forth in detail, and OWNER shall be the sole judge as to whether such deviations are, in fact, equal to those set forth herein.
- 1.02 CONTRACTOR'S bid shall include all labor, equipment, vehicles, materials and travel to and from locations to complete the Work in accordance with these Specifications.
- 1.03 Important items to be aware of include:
- CONTRACTOR shall provide his own cleaning equipment and supplies where not provided, as detailed in the General Conditions, Articles 6 and 7.
  - No desk tops or computers are to be cleaned.
  - No kitchen sinks or dishes are to be cleaned.
  - All mopping shall be completed with a clean mop and clean water.
  - CONTRACTOR shall provide an itemized checklist indicating all tasks have been completed. This checklist shall be left on the front counter or similar visible location each time the work is completed as scheduled. Contract Administrator will provide the blank checklists to CONTRACTOR.

### **ARTICLE 2. SCHEDULE OF WORK**

- 2.01 All items are to be cleaned on a daily basis unless specifically stated below.
- 2.02 No work during normal business hours unless specifically requested in advance. Normal business hours are Monday through Friday, 6 a.m.-9 p.m. and Saturday and Sunday, 7 a.m. - 8 p.m.

### **ARTICLE 3. LOCATION OF WORK**

- 3.01 IVGID Recreation Center, 980 Incline Way; approximately 30,300 square feet.

### **ARTICLE 4. SPECIFICATIONS**

#### **3.01 RECREATION CENTER**

- All floors to be vacuumed, and edges cleaned
  - Except basketball court (see "Additional Scheduled Cleanings," below)
- Upstairs General Administration Areas
  - Dust and clean counter tops, window ledges
  - Vacuum all offices and open areas
  - Collect all trash and recycling, replace liners

- Upstairs Copy Room
  - Sweep and mop floor
  - Empty trash and recycling and replace liners
  - Clean behind copy machine
- Upstairs Bathrooms (2)
  - Clean, mop and disinfect floors
  - Refill paper products and soap
  - Clean towel and soap dispenser exteriors
  - Wipe down walls and partitions, switches, door knobs and closures
  - Clean and disinfect all toilets and urinals
  - Clean bathroom mirrors
  - Clean and scrub sinks
  - Collect trash from sanitary napkin receptacles
  - Empty trash and replace liners
  - Clean and vacuum return air grills
- Foyer
  - Sweep and vacuum floor and entry way grates
  - Monthly:
    - Mop edges of foyer floor
- Lobby
  - Move furniture, sweep and mop all floors (including office reception area, lobby and guest areas), return furniture to original locations
  - Clean and disinfect drinking fountains
  - Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside, replace liners
- Snack Bar Area
  - Sweep and mop floor
  - Clean and disinfect all countertops
- Child Care Room
  - Clean, mop and disinfect floors
  - Refill paper products and soap
  - Clean towel and soap dispenser exteriors
  - Wipe down all walls and partitions
  - Clean and disinfect all toilets and urinals
  - Clean bathroom mirrors
  - Clean and disinfect sinks
  - Collect trash from sanitary napkin receptacles
  - Empty trash and recycling and replace liners
  - Empty diaper pails
- Stairwells
  - Clean and wipe all walls
  - Clean all railings
  - Remove any stains or spills
  - Sweep and mop stairs

- Wet-wipe black strip along carpet in main stairwell
- Dust and clean all window ledges
  
- Group Fitness Room
  - Clean all mirrors
  - Sweep floors, then damp mop with clean water only, using anti-microbial cloth mop
  - Vacuum dust from corners behind weight stands
  - Refill paper products
  
- Elevator
  - Vacuum floor
  - Clean stainless steel panels
  - Clean walls and handrails
  
- Downstairs General Areas
  - Dust and clean countertops, windows and window ledges
  - Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside
  
- Downstairs Locker Rooms (2)
  - Sweep and scrub floors
  - Clean, mop and disinfect floors with bleach
  - Refill paper products, soap and shower soap
  - Clean towel dispensers and "Suitmate" with stainless steel cleaner
  - Scrub shower and toilet partitions, benches and tops with disinfecting cleaner
  - Clean and disinfect all toilets and urinals
  - Clean bathroom mirrors
  - Clean and disinfect sinks and faucets
  - Collect trash from sanitary napkin receptacles
  - Empty trash and replace liners
  - Clean and vacuum return air grills
  - Clean lockers, including fronts and tops
  - Close all lockers
  - Clean walls above lockers
  - Clean out all shower drains
  - Empty towel bins (5) and replace towel bags
  
- Gymnasium
  - Pick up all garbage
  - Clean wall by chin-up bar and peg board
  
- Downstairs Fitness Room
  - Clean and disinfect all cardio fitness equipment
  - Vacuum floor
  - Every Other Day:
    - Mop floors
  - Clean all mirrors
  - Dust and sweep small equipment closet
  - Wipe down wood ledge between gym and hallway
  - Clean and disinfect drinking fountains

- Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside, replace liners
- Downstairs Sports and Aquatics Offices
  - Empty trash and recycling and replace liners
  - Weekly:
    - Clean windows
    - Mop floors
- Additional Scheduled Cleanings
  - All items are to be done as indicated:
    - Weekly:
      - Clean basketball backboards
    - Monthly:
      - Clean light globes in main lobby
      - Vacuum viewing stands in natatorium
      - Clean gym windowsills, both sides
- At Completion
  - Dumpster: Close lid and secure
  - Recycling to be placed in proper containers, located outside of building near service road
  - Lock all doors and alarm building

**END OF SERVICE SPECIFICATIONS**



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**PURCHASE ORDER NUMBER: \_\_\_\_\_**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of November, 2021, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **CC Cleaning Services, LLC** a Nevada limited liability company, with its principal place of business at 9115 Hummer Drive, Reno, Nevada 89521 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing janitorial services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services on a task order basis for various projects within the District. The term “Project”, as used herein, shall mean the project described in the Task Orders (defined below in Section 3.1.1).

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, on a task order basis, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply janitorial services to **Diamond Peak Ski Resort** (“Services”). The types of services to be provided are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. **No Services shall be performed unless authorized by a task order executed by the District and Consultant (“Task Order”).** All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the duration of the 2021/22 ski season as determined by District with notice to Consultant, estimated to be for a term of 130 days, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order. The District shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than three (3) additional one-year terms for the 2022/23, 2023/24, and 2024/25 ski seasons. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). **Consultant will be required to commence work within five days of receiving a fully executed Task Order.** Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with each Schedule, the District shall respond to Consultant's submittals in a timely manner. Upon the District's request, Consultant shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly

removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates [Mike Bandelin, Ski Resort General Manager](#), or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [John Santoemma](#), or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable

for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must 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, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed forty-two thousand two hundred and fifty dollars (\$42,250) ("Annual Compensation Limit") without Board approval ("Total Compensation Amount"). **The total compensation per Task Order shall be set forth in the Task Order, and shall not exceed such amount without written approval of the District's Representative.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement. In the event this Agreement is extended as provided for in Section 3.1.2, the Total Compensation Amount shall be increased by an amount equal to the Annual Compensation Limit and an increase to reflect the percentage change to the Consumer Price Index [need to know which index] for the prior twelve (12) month period ending in October.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [insert]. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit "B" or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a District representative during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement  
District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Justin Bluhm

**Consultant**

Alta Vista Janitorial  
985 Tyner Way  
Incline Village, NV 89451  
Attn: Sammie Santiago

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.



3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**CC Cleaning Services, LLC**

By: \_\_\_\_\_  
Indra Winqest  
General Manager

By: \_\_\_\_\_  
**John Santoemma**  
**General Manager**

*Attest:*

By: \_\_\_\_\_

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**[INSERT SCOPE]**

**EXHIBIT "B"**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**



# CLEANING SERVICE

Commercial & New Construction

*CC Cleaning Service is proud to be a locally owned business of Reno, Nevada offering the highest quality service in Commercial & New Construction cleaning throughout northern Nevada. We are a certified DBE/WMBE, an NV State Approved Vendor and a proud member of the Nevada Builders' Alliance.*

Nov. 03, 2021

**REFRESHED !!**

**CC Cleaning Bid #606R-IV-DPSR Annual Pricing for: Diamond Peak Ski Resort**

Job Site Location: 1210 Ski Way, Incline Village, NV 89451  
~ 40,500 sq. ft. of interior space

**Recommended Cleaning Schedule:** Everyday (7 days per week)  
**Employees per shift:** 4 person crew daily for 3 hrs. minimum – 4.5 hrs. maximum

**Daily Scope of Work**

As provided by Diamond Peak Ski Resort

<b>Price per Visit (Daily Service Rate):</b>	<b>\$325.00</b>
<b>*Projected Seasonal Cost: (130 service day season)</b>	<b>\$42,250.00</b>
<b>2021-2022 Season Cost Projection:</b>	<b>\$42,250.00</b>

**\*Note: Pricing is Valid for 18 months from initial start date. Additional service days will be invoiced at the same daily rate as noted above, if ski season runs less than 130 days, then contract total will be reduced accordingly at the same daily rate as noted above. Conversely, if ski season is extended, the same rate applies.**

**ALL Cleaning Supplies, Equipment & Toiletries provided by Diamond Peak Ski Resort.**

**Invoicing:** Monthly (via e-mail)      **Terms of Payment:** Net 20      **Payment Options:** Check of ACH

**All service is provided with our 100% Customer Satisfaction Guarantee. We promise to re-do any service within 24 hours which was not initially completed to your satisfaction.**

*Thank you for time in considering this proposal.  
We look forward to providing you with excellent service.*

John Santoemma, GM / CFO  
Elsa Calderon, Owner / Founder  
CC Cleaning Service, LLC  
775-233-8374 (John)  
775-843-0698

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**PURCHASE ORDER NUMBER: \_\_\_\_\_**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of November, 2021, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Alta Vista Janitorial, Inc.** a **CORPORATION**, with its principal place of business at **985 Tyner Way Incline Village, Nevada.** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing janitorial services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services on a task order basis for various projects within the District. The term “Project”, as used herein, shall mean the project described in the Task Orders (defined below in Section 3.1.1).

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, on a task order basis, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the janitorial services to various District offices and venues as necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. **No Services shall be performed unless authorized by a task order executed by the District and Consultant (“Task Order”).** All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.



3.1.2 Term. The term of this Agreement shall be from November 15, 2021 to October 31, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order. The District shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than 3 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). **Consultant will be required to commence work within five days of receiving a fully executed Task Order.** Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with each Schedule, the District shall respond to Consultant's submittals in a timely manner. Upon the District's request, Consultant shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly

removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates [Justin Bluhm, Buildings Superintendent](#), or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [Sammie Santiago](#), or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable

for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must 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, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed one hundred and ten thousand dollars (\$110,000) without Board approval. **The total compensation per Task Order shall be set forth in the Task Order, and shall not exceed such amount without written approval of the District's Representative.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [insert]. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit "B" or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a District representative during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by

giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement  
District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Justin Bluhm

**Consultant**

Alta Vista Janitorial  
985 Tyner Way  
Incline Village, NV 89451  
Attn: Sammie Santiago

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant

for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**Alta Vista Janitorial**

By: \_\_\_\_\_  
Indra Winqest  
General Manager

By: \_\_\_\_\_  
**Sammie Santiago**  
**Owner**

*Attest:*

By: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT “B”**  
**COMPENSATION**

**Fees to be charged for baseline janitorial services shall be per the fees listed in Exhibit A, “Scope of Services.”**

**Fees to be charged for additional services, subject to specific Task Orders to be issued by the District, shall be billed on a times and material basis.**

**Total compensation to be paid to contractor under the terms of this contract shall not exceed a total of \$95,000.**

## ALTA VISTA JANITORIAL

RE: informal bid

To whom it may concern,

This is to inform you that Alta Vista Janitorial will do the following, upon approval, for the Incline Village General Improvement District:

Cleaning of the following buildings

Chateau (2 times a week for 6 months, 7 times a week for 6 months)

Admin (once a week, all year)

Mountain golf (7 times a week for 6 months)

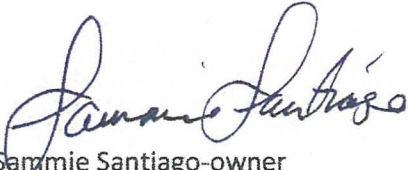
Public works A, Public Works B and Treatment plant (2 times a week, all year)

Aspen Grove (once a week, all year)

On-Call apartments (once a week, all year)

The estimated yearly cost for this service would be: \$79,890.

Thank you for your consideration.



Sammie Santiago-owner