

RECEIVED

SEP 16 2020

BY: Purchasing



Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year ☐ Multi-year ☐ Single Event ☐

Purchasing Use Only

Contract #: C-2020-90-C01

☐ Submission Information

Contact Name: Sue Sanders x7223
Department: Recreation & Maintenance
Project Title: Custodial Cleaning Services
Funding Account Number: General fund - RCSO
Contract amount: Unit Price - \$5,718.81 per month
Contract Type: Goods () Services (X) Labor ()
Contract Action: New () Renewal () Change Order (X)
Original Contract Number: C-2020-90

☐ Vendor Information

Vendor Name: A-Action Janitorial Service, Inc.
Address: 6607 Tribble St
Address: Lithonia, GA 30058
Email: barbara@aactioninc.com
Phone #: 678-526-7421
Contact: Barbara Storey
Term of contract: same as original contract

BDC approved
10-13-2020

Finance Director Signature

I have reviewed the attached contract, and the amount is approved for processing.

Signature:

Date:

10.6.2020

Procurement Officer Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Signature:

Date:

9/16/2020
Reg provided

Summary:

Per request from RCSO to provide custodial services at the Sheriff Admin building and the South Precinct, Recreation & Maintenance recommends award to A-Action per the terms and conditions of contract C-2020-90.

Department Head/Elected Official Signature:

Date:

Sue Sanders

9/15/2020

CONTRACT AMENDMENT NO. 1 to the
General Janitorial/Custodial Services Agreement dated July 28, 2020

This AMENDMENT, made and entered into by and between ROCKDALE COUNTY, GEORGIA, hereinafter called the "County", and A-ACTION JANITORIAL SERVICE, INC., hereinafter called the "Contractor", shall be incorporated into and become a part of the original Agreement cited immediately above.

WHEREAS, the parties previously agreed, pursuant to the Agreement to amend the contract as needed, and;

WHEREAS, a need to amend the contract has arisen.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein and in the original Agreement cited above, it is agreed by and between the parties as follows:

- Add two (2) additional sites for the Sheriff's Office as follows:

RCSO Admin. Building, 911 Chambers Drive, 5 Days per week Professional Cleaning Service Program at \$4,773.80/month.

RCSO Southside Precinct, Honey Creek Shopping Center, 3 Days per week Professional Cleaning Service Program at \$945.01/month.

These services will be performed in accordance with A-Action's two (2) July 16, 2020 Proposals attached hereto and made a part hereof.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment on this ^{13th} ~~September~~ ^{21st} day of ~~September~~ ^{October}, 2020.

A-Action Janitorial Service, Inc.

By: Barbara Storey
Barbara Storey, CEO

Rockdale County, Georgia

By: Osborn Nesbitt, Sr.
Osborn Nesbitt, Sr., Chairman

Attest:



Attest:

Jennifer O. Rutledge
Jennifer O. Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig
M. Qader A. Baig, County Attorney

Professional Janitorial Service Proposal

Prepared for:

Rockdale Sheriff Department

911 Chambers Drive
Conyers, GA 30012

Submitted By:

A-Action Janitorial Service Inc

6607 Tribble St
Lithonia, Georgia 30058
Barbara Storey
CEO
678 526-7421
barbara@aactioninc.com



July 16, 2020

5 days
Admin & SSP

4773.80

57,285.60 yearly

A-Action Janitorial Service Inc

A-Action Janitorial Service Inc
6607 Tribble St
Lithonia, Georgia 30058



July 16, 2020

Nikie Weathersby
Rockdale Sheriff Department
911 Chambers Drive
Conyers, GA 30012

Dear Nikie,

Subject: Janitorial Service Proposal - Rockdale Sheriff Department, 911 Chambers Drive , Conyers , GA 30012

Thank you for allowing A-Action Janitorial Service Inc to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at A-Action Janitorial Service Inc, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At A-Action Janitorial Service Inc, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Barbara Storey
CEO
A-Action Janitorial Service Inc

Rockdale Sheriff Department
Professional Janitorial Service Proposal

General

A-Action Janitorial Service Inc agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. A-Action Janitorial Service Inc agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

5 Days per week Professional Cleaning Service Program: \$ 4,773.80/mo. 
911 Chambers Drive

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- Weekly High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
 - Detail vacuum carpeted areas including edges, under desks and behind doors
 - Wiping of sides of desks, files, trash cans, doors and cabinets
 - Cleaning and sanitizing of telephones including cradle and receivers
 - Brushing and or crevice vacuuming of all upholstered chairs
 - Wipe clean legs and bases of chairs and tables in offices areas etc.
 - Weekly cleaning of all ceiling and HVAC vents in offices
 - Wipe clean all restroom partitions, fixtures etc.
 - Thorough wiping of all clear areas of office desktops and horizontal surfaces
 - Daily sanitizing of rest rooms, urinals, toilets, partitions, etc
 - Daily mopping and sweeping of floors
 - Daily touch point wipe downs to prevent the spread of COVID-19
-

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Initial Cleaning

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
 - Detail vacuum carpeted areas including edges, under desks and behind doors
 - Wiping of sides of desks, files, trash cans, doors and cabinets
 - Cleaning and sanitizing of telephones including cradle and receivers
 - Brushing and or crevice vacuuming of all upholstered chairs
 - Wipe clean legs and bases of chairs and tables in offices areas etc.
 - Clean all ceiling and HVAC vents in offices
 - Wipe clean all restroom partitions, fixtures etc.
-

- Thorough wiping of all clear areas of office desktops and horizontal surfaces

Price: \$0.00

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer. A-Action Janitorial Service Inc is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, cleaning agents, disinfectants, towels, trash liners and hand soap. If desired, A-Action Janitorial Service Inc can provide these products and invoice them separately.

Equipment

A-Action Janitorial Service Inc will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

A-Action Janitorial Service Inc will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

A-Action Janitorial Service Inc will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by A-Action Janitorial Service Inc are deemed employees of A-Action Janitorial Service Inc and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

A-Action Janitorial Service Inc is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

A-Action Janitorial Service Inc is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between A-Action Janitorial Service Inc, with its principal place of business located at 6607 Tribble St, Lithonia, Georgia 30058 and Rockdale Sheriff Department with its principal place of business located at 911 Chambers Drive , Conyers , GA 30012.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

A-Action Janitorial Service Inc

Rockdale Sheriff Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Disinfecting Liability Waiver

1. Sars-Cov-2/COVID-19. SARS-CoV-2 is a coronavirus that causes COVID-19, an illness which is primarily spread from person to person. COVID-19 symptoms can range from mild (or no symptoms) to severe illness. A person can become infected in different ways, such as coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19, from respiratory droplets when an infected person coughs, sneezes, or talks, or by touching a surface or object that has the virus on it, followed by touching one's mouth, nose, or eyes. It is unknown how long the air inside a room occupied by someone with confirmed COVID-19 remains potentially infectious, influenced factors such as the size of the room and the ventilation system design (including flowrate [air changes per hour] and location of supply and exhaust vents)

2. Services Performed. A-Action Janitorial Service Inc (Contractor) agrees to perform, and Rockdale Sheriff Department (Customer) hereby accepts, a limited service only, namely a process (hereinafter "Service.") Customer agrees and acknowledges that **Customer is buying a process rather than a specific result.** Contractor's Service shall be limited to "Cleaning" and/or "Disinfecting."

- **Cleaning** refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- **Disinfecting** refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface *after* cleaning, it can further lower the risk of spreading infection.

Due to the nature of the Services performed, **it is extremely difficult, at best, for Contractor to determine the actual success of the work.**

In order to prevent contamination or recontamination of Customer's property and to better provide Contractor a better work environment, Customer shall maintain proper security at the property while Contractor performs such Services.

3. Methods of Performance. Contractor shall use the methods and procedures described in Work Specifications for services performed, with deviations and substitutions based on specific circumstances and needs.

4. Assumption of Risk. Customer acknowledges that less expensive alternatives - for example:

- a. Customer acknowledges that less expensive alternatives - for example, a complete shutdown, lockdown and vacancy of the premises to allow the virus to become nonviable - may achieve similar or better results. Customer, nonetheless, prefers and chooses Contractor's Service.
- b. Customer acknowledges that Contractor will use certain chemicals and disinfectants at Customer's property to perform Contractor's service. Customer acknowledges that the chemicals and disinfectants may contain potential hazards to health and property. Customer hereby fully and voluntarily consents to the use of all such chemicals, disinfectants and applications thereof and Customer gives authorization to Contractor to use all such chemicals, disinfectants and applications thereof.
- c. As a material part of the consideration of this Agreement, Customer hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than Contractor's sole negligence or willful misconduct, and Customer hereby waives all claims against Contractor, from Customer and any third Parties, in respect thereto.

5. Industrial Hygienist. Contractor is not an industrial hygienist, and Contractor's Service shall not be construed to be a replacement for the work, services or advice of an industrial hygienist. An industrial hygienist is a highly trained, usually certified expert, who works to reduce safety risks and hazards in an industrial setting. Contractor does not oversee the implementation of programs, policies, and procedures for hazard reduction. Contractor shall not be liable for Customer's decision not to employ or not to contract with an industrial hygienist or Customer's omission to employ or contract with an industrial hygienist. If Customer employs, contracts with, or in any way uses the services of an industrial hygienist, Contractor shall not be liable to the Customer or any third-party for Customer's failure to fully follow and abide by their advice, recommendations and safety protocols.

6. Waiver of Liability. NO WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN TRADE OR PROFESSION OR OTHERWISE SHALL APPLY TO THE SERVICES OR THE EQUIPMENT AND FACILITIES USED TO PROVIDE THE SERVICES. AS A MATERIAL CONDITION OF RECEIVING THE SERVICES AND/OR EQUIPMENT AT THE PRICE SPECIFIED HEREIN, AND WITH REGARD TO ANY CAUSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OR NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES THAT CONTRACTOR'S ENTIRE LIABILITY FOR DAMAGES OR LOSSES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS OF ANY KIND WITH RESPECT TO ITS PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER OCCASIONED BY CONTRACTOR'S NEGLIGENCE, SHALL BE LIMITED TO A REFUND OR WAIVER OF THE APPLICABLE CHARGES FOR SERVICE FOR ANY PERIOD DURING WHICH THE SERVICES ARE NOT PROVIDED. CONTRACTOR AND ITS SUPPLIERS AND SUBCONTRACTORS SHALL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY) INCLUDING BUT NOT LIMITED TO COST OF SUBSTITUTE SERVICES OR FACILITIES, LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF CUSTOMERS OR GOOD WILL, OR DAMAGES AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

A-Action Janitorial Service Inc (Contractor)

Rockdale Sheriff Department (Customer)

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Professional Janitorial Service Proposal

Prepared for:

Rockdale Sheriff Department

**911 Chambers Drive
Conyers , GA 30012**

Submitted By:

A-Action Janitorial Service Inc

6607 Tribble St
Lithonia, Georgia 30058
Barbara Storey
CEO
678 526-7421
barbara@aactioninc.com



July 16, 2020

A-Action Janitorial Service Inc
6607 Tribble St
Lithonia, Georgia 30058



July 16, 2020

Nikie Weathersby
Rockdale Sheriff Department
911 Chambers Drive
Conyers, GA 30012

Dear Nikie,

Subject: Janitorial Service Proposal - Rockdale Sheriff Department, 911 Chambers Drive , Conyers , GA 30012

Thank you for allowing A-Action Janitorial Service Inc to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at A-Action Janitorial Service Inc, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At A-Action Janitorial Service Inc, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Barbara Storey
CEO
A-Action Janitorial Service Inc

Rockdale Sheriff Department
Professional Janitorial Service Proposal

General

A-Action Janitorial Service Inc agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. A-Action Janitorial Service Inc agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

3 Days per week Professional Cleaning Service Program: \$ 2,897.04/mo.
911 Chambers Drive

Honey Creek Shopping Center

3 Days per week Professional Cleaning Service Program: \$ 945.01/mo.



Detail cleaning of offices, restrooms, lunchroom and hallways including:

- Weekly High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
- Detail vacuum carpeted areas including edges, under desks and behind doors
- Wiping of sides of desks, files, trash cans, doors and cabinets
- Cleaning and sanitizing of telephones including cradle and receivers
- Brushing and or crevice vacuuming of all upholstered chairs
- Wipe clean legs and bases of chairs and tables in offices areas etc.
- Weekly cleaning of all ceiling and HVAC vents in offices
- Wipe clean all restroom partitions, fixtures etc.
- Thorough wiping of all clear areas of office desktops and horizontal surfaces
- Daily sanitizing of rest rooms, urinals, toilets, partitions, etc
- Daily mopping and sweeping of floors
- Daily touch point wipe downs to prevent the spread of COVID-19

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Initial Cleaning

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
- Detail vacuum carpeted areas including edges, under desks and behind doors
- Wiping of sides of desks, files, trash cans, doors and cabinets
- Cleaning and sanitizing of telephones including cradle and receivers
- Brushing and or crevice vacuuming of all upholstered chairs

- Wipe clean legs and bases of chairs and tables in offices areas etc.
- Clean all ceiling and HVAC vents in offices
- Wipe clean all restroom partitions, fixtures etc.
- Thorough wiping of all clear areas of office desktops and horizontal surfaces

Price: \$0.00

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer. A-Action Janitorial Service Inc is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, cleaning agents, disinfectants, towels, trash liners and hand soap. If desired, A-Action Janitorial Service Inc can provide these products and invoice them separately.

Equipment

A-Action Janitorial Service Inc will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

A-Action Janitorial Service Inc will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

A-Action Janitorial Service Inc will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage

- Workers' Compensation

Employee Status

Personnel supplied by A-Action Janitorial Service Inc are deemed employees of A-Action Janitorial Service Inc and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

A-Action Janitorial Service Inc is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

A-Action Janitorial Service Inc is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between A-Action Janitorial Service Inc, with its principal place of business located at 6607 Tribble St, Lithonia, Georgia 30058 and Rockdale Sheriff Department with its principal place of business located at 911 Chambers Drive , Conyers , GA 30012.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

A-Action Janitorial Service Inc

Rockdale Sheriff Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Disinfecting Liability Waiver

1. Sars-Cov-2/COVID-19. SARS-CoV-2 is a coronavirus that causes COVID-19, an illness which is primarily spread from person to person. COVID-19 symptoms can range from mild (or no symptoms) to severe illness. A person can become infected in different ways, such as coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19, from respiratory droplets when an infected person coughs, sneezes, or talks, or by touching a surface or object that has the virus on it, followed by touching one's mouth, nose, or eyes. It is unknown how long the air inside a room occupied by someone with confirmed COVID-19 remains potentially infectious, influenced factors such as the size of the room and the ventilation system design (including flowrate [air changes per hour] and location of supply and exhaust vents)

2. Services Performed. A-Action Janitorial Service Inc (Contractor) agrees to perform, and Rockdale Sheriff Department (Customer) hereby accepts, a limited service only, namely a process (hereinafter "Service.") Customer agrees and acknowledges that **Customer is buying a process rather than a specific result.** Contractor's Service shall be limited to "Cleaning" and/or "Disinfecting."

- **Cleaning** refers to the removal of germs, dirt, and impurities from surfaces. It does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- **Disinfecting** refers to using chemicals, for example, EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface *after* cleaning, it can further lower the risk of spreading infection.

Due to the nature of the Services performed, **it is extremely difficult, at best, for Contractor to determine the actual success of the work.**

In order to prevent contamination or recontamination of Customer's property and to better provide Contractor a better work environment, Customer shall maintain proper security at the property while Contractor performs such Services.

3. Methods of Performance. Contractor shall use the methods and procedures described in Work Specifications for services performed, with deviations and substitutions based on specific circumstances and needs.

4. Assumption of Risk. Customer acknowledges that less expensive alternatives – for example:

- a. Customer acknowledges that less expensive alternatives – for example, a complete shutdown, lockdown and vacancy of the premises to allow the virus to become nonviable – may achieve similar or better results. Customer, nonetheless, prefers and chooses Contractor's Service.
- b. Customer acknowledges that Contractor will use certain chemicals and disinfectants at Customer's property to perform Contractor's service. Customer acknowledges that the chemicals and disinfectants may contain potential hazards to health and property. Customer hereby fully and voluntarily consents to the use of all such chemicals, disinfectants and applications thereof and Customer gives authorization to Contractor to use all such chemicals, disinfectants and applications thereof.
- c. As a material part of the consideration of this Agreement, Customer hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than Contractor's sole negligence or willful misconduct, and Customer hereby waives all claims against Contractor, from Customer and any third Parties, in respect thereto.

5. Industrial Hygienist. Contractor is not an industrial hygienist, and Contractor's Service shall not be construed to be a replacement for the work, services or advice of an industrial hygienist. An industrial hygienist is a highly trained, usually certified expert, who works to reduce safety risks and hazards in an industrial setting. Contractor does not oversee the implementation of programs, policies, and procedures for hazard reduction. Contractor shall not be liable for Customer's decision not to employ or not to contract with an industrial hygienist or Customer's omission to employ or contract with an industrial hygienist. If Customer employs, contracts with, or in any way uses the services of an industrial hygienist, Contractor shall not be liable to the Customer or any third-party for Customer's failure to fully follow and abide by their advice, recommendations and safety protocols.

6. Waiver of Liability. NO WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN TRADE OR PROFESSION OR OTHERWISE SHALL APPLY TO THE SERVICES OR THE EQUIPMENT AND FACILITIES USED TO PROVIDE THE SERVICES. AS A MATERIAL CONDITION OF RECEIVING THE SERVICES AND/OR EQUIPMENT AT THE PRICE SPECIFIED HEREIN, AND WITH REGARD TO ANY CAUSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OR NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES THAT CONTRACTOR'S ENTIRE LIABILITY FOR DAMAGES OR LOSSES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS OF ANY KIND WITH RESPECT TO ITS PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER OCCASIONED BY CONTRACTOR'S NEGLIGENCE, SHALL BE LIMITED TO A REFUND OR WAIVER OF THE APPLICABLE CHARGES FOR SERVICE FOR ANY PERIOD DURING WHICH THE SERVICES ARE NOT PROVIDED. CONTRACTOR AND ITS SUPPLIERS AND SUBCONTRACTORS SHALL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY) INCLUDING BUT NOT LIMITED TO COST OF SUBSTITUTE SERVICES OR FACILITIES, LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF CUSTOMERS OR GOOD WILL, OR DAMAGES AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

A-Action Janitorial Service Inc (Contractor)

Rockdale Sheriff Department (Customer)

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____