

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

AGREEMENT FOR PROFESSIONAL JANITORIAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between Southern Sandoval County Arroyo Flood Control Authority, (hereinafter referred to as “SSCAFCA”), and _____(hereinafter referred to as the “Contractor”).

Contractor and SSCAFCA desire to enter into an agreement regarding professional services;

1. Scope of Work

The Contractor shall provide Janitorial services for SSCAFCA on a four-time a week basis as set forth in Exhibit A, Janitorial Services Requirements, attached hereto and incorporated herein by reference.

2. Compensation

The compensation will be as set forth in Exhibit B. Contractor shall submit its invoices to SSCAFCA on a monthly basis. Invoices are due and payable within 30 days of receipt.

3. Work Hours

Work shall be performed after SSCAFCA’s official closing hour (5:00 PM) and the frequency shall be performed as outlined above in Section 1 of this Agreement. The normal schedule shall be adhered to, excluding SSCAFCA Holidays (New Year’s Day, Martin Luther King Jr. Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day). All work shall be concluded no later than 12:00 AM (midnight) except by special arrangement.

4. Term of Agreement

This Agreement shall be for a period of one (1) year, but may be extended annually by the Board of Directors for up to three (3) additional years. In no event can this Agreement be extended beyond four (4) years from the date of execution of this Agreement.

5. Termination

The Agreement may be terminated without cause by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

6. Security

The Contractor will ensure all exterior windows and doors are secured and locked each night and all doors that are unlocked for the purpose of cleaning shall be relocked immediately upon completion of cleaning. Contractor employees shall not misuse the security alarm system while entering or leaving, resulting in a call-out by SSCAFCA’s security firm. The first instance shall be waived each instance thereafter the Contractor shall be charged a minimum of fifty dollars (\$50.00) per occurrence.

7. Contractor Personnel

Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to SSCAFCA. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify SSCAFCA of same and shall, subject to the concurrence of SSCAFCA, replace such personnel with personnel of substantially equal ability and qualifications.

8. Damages / Responsibility for Work

The Contractor is responsible for all damages to people and/or property resulting from fault or negligence of the Contractor or the Contractor's employees in connection with the performance of the Service. Contractor shall pay close attention to avoid damage caused by bumping the vacuum cleaner into surfaces. Contractor shall also exercise caution in handling of electrical cords on equipment so as not to chip paint, mark doors and baseboards, etc. District reserves the right to correct said damage and deduct from monies due the Contractor in the amount of said damages.

9. Prohibited Items

The Contractor's employees may not use or have in their possession any of the following prohibited items while working on SSCAFCA property: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from SSCAFCA's facilities and replaced with acceptable personnel.

10. Unauthorized Personnel

The Contractor's employees are not to be assisted nor accompanied by any individual that is not an employee of the Contractor while performing duties related to this Agreement. This includes friends, children and/or other relatives.

11. Status of Contractor

The Contractor and the Contractor's agents and employees, are independent Contractors performing professional services for SSCAFCA and are not employees of SSCAFCA.

12. Assignment

The Contractor shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under the Agreement without the prior written approval of SSCAFCA.

13. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of SSCAFCA.

14. Insurance

Contractor agrees to maintain general liability insurance providing coverage in an amount no less than one million dollars (\$1,000,000) per claim. Proof of insurance shall be submitted to SSCAFCA. Such insurance shall remain in full force and effect during the term of this Agreement.

15. Indemnification

Contractor agrees to defend, indemnify, hold free and harmless SSCAFCA, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against SSCAFCA, its elected officials, officers, agents and employees arising out of the performance of the work undertaken pursuant to this Agreement.

16. Records and Audits

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered if hourly services are being provided. These records shall be subject to inspection by SSCAFCA. SSCAFCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of SSCAFCA to recover excessive and/or illegal payments.

17. Release

The Contractor shall, upon final payment of the amount due under the Agreement, release the officers and employees and SSCAFCA from all liabilities, claims and obligations whatsoever arising from or under the Agreement. The Contractor agrees not to purport to bind SSCAFCA, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

Any information provided to or developed by the Contractor in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of SSCAFCA.

19. Conflict of Interest

The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

20. Amendment

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties.

21. Bond

The Contractor will be working unsupervised and after normal working hours with uninterrupted access to all areas of the building and therefore, The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of \$5,000 per occurrence) if awarded the contract. Said bond must be furnished to SSCAFCA within ten (10) days after notification of award.

22. Merger

This Agreement incorporates all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

23. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

24. Waiver

No waiver or any breach of this Agreement or any of the terms or conditions hereof shall be held to be a waiver or any other subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

25. Notice

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), impose Civil and Criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

26. Equal Opportunity Compliance

The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity.

In accordance with all such laws the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

27. Multiple Counterparts

The Contract will be executed in multiple counterparts, each of which will be deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first written above.

**SOUTHERN SANDOVAL COUNTY
ARROYO FLOOD CONTROL AUTHORITY**

Date: _____

By: _____

James Fahey Jr.
Chairman, Board of Directors

Date: _____

Contractor: _____

By: _____

Its: _____

Federal I.D. Number

Taxpayer Identification Number
