

CONTRACT AMENDMENT NO. 4 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.

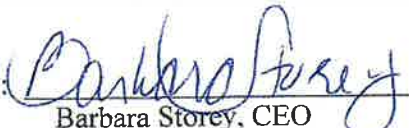
NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein and in the original Agreement cited above, it is agreed by and between the parties as follows:

Add additional site for the District Attorney's office at the Coke Building as follows:
Five (5) days per week Professional Cleaning Service Program at \$1,732.59 per month.
These services will be performed in accordance with A-Action's May 16, 2022 Proposal 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 12th day of July, 2022.

A-Action Janitorial Service, Inc.

By: 
Barbara Storey, CEO

Rockdale County, Georgia

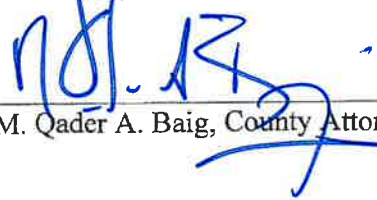
By: 
Osborn Nesbitt, Sr., Chairman

Attest:

Attest:


Jennifer O. Rutledge, Executive Director/
County Clerk

Approved as to form:


M. Qader A. Baig, County Attorney

Professional Janitorial Service Proposal

Prepared for:

Rockdale County Government

**882 N Main Street NW
Conyers , Georgia 30013**

Submitted By:

A-Action Janitorial Service Inc

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



May 16, 2022

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



May 16, 2022

Andrew Hammer
Rockdale County Government
958 Milstead Ave NE
Conyers, Georgia 30012

Dear Andrew ,

Subject: Janitorial Service Proposal - Rockdale County Government , 958 Milstead Ave NE , Conyers , Georgia 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 County Government
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: \$ 1,732.59 /mo.

** Scope of work will be the same as current contract **

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.

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, towels, trash liners and hand soap. If desired, A-Action Janitorial Service Inc can provide these products and invoice them separately.

A-Action Janitorial Service Inc will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

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 County Government with its principal place of business located at 958 Milstead Ave NE , Conyers , Georgia 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 County Government

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 County Government (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 County Government (Customer)

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

A-Action Janitorial Service Inc

proudly offers...

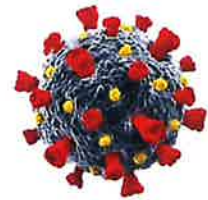
COVID-19 Disinfecting

Want a Cleaner, Healthier, Safer Workplace? We're READY to Help!

Things have changed. There are new health challenges – and what you need from your cleaning service has changed too.

You need someone educated, trained and equipped to tackle these new challenges; to create a cleaner, healthier, safer place to work.

Good news! Our team is trained and equipped on best methods for effectively disinfecting using EPA approved products for SARS-CoV-2, the virus that causes COVID-19 and the right equipment to get the job done - safely and professionally. *Here's the thing...*



Disinfecting is More Than Just Spraying a Chemical... and Walking Away

That's why we follow EPA and CDC guidelines along with manufacturer's directions for product use.

There are important procedures for effectively disinfecting, *such as*:

Disinfecting: High touch surfaces will be thoroughly cleaned using a detergent-based cleaner and microfiber cloth. When dry, an EPA disinfectant approved for SARS- CoV-2 will be used according to manufacturer's directions including PPE, application, dwell time and ventilation.

We're trained and equipped to properly and safely disinfect your workplace

Let us help you meet today's new challenges. Call now, so we can carefully explain our complete disinfecting process and answer any questions you have.



You care about your people, value the work they perform, and the important contribution they make every day to your company's success.

Taking proactive steps, like professional disinfecting, can create a cleaner, healthier, safer environment, and is appreciated by everyone - staff, customers, and visitors too.