Project Name/No.:	
Project Manager:	

Contract No.: ______Approved: ______

AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO AND CCS FACILITY SERVICES-ORANGE COUNTY INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and CCS FACILITY SERVICES-ORANGE COUNTY INC., ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 <u>Scope of Services.</u>

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as <u>Exhibit "A"</u> and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder

and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 <u>Consultant's Proposal.</u>

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 <u>Compliance with Law.</u>

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 <u>California Labor Law.</u>

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) <u>DIR Monitoring and Enforcement</u>. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) <u>Prevailing Wages</u>. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) <u>Penalty for Failure to Pay Prevailing Wages</u>. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) <u>Payroll Records</u>. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) <u>Apprentices</u>. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) <u>Eight-Hour Work Day</u>. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) <u>Penalties for Excess Hours</u>. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) <u>Workers' Compensation</u>. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 <u>Familiarity with Work.</u>

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 <u>Software and Computer Services.</u>

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 **Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> shall govern.

ARTICLE 2. <u>COMPENSATION AND METHOD OF PAYMENT.</u>

2.1 <u>Contract Sum.</u>

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as <u>Exhibit "C"</u> and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Eighty Thousand Seven Hundred Fifty-Three Dollars and Six Cents (\$580,753.06) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 <u>Method of Compensation.</u>

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 <u>Reimbursable Expenses.</u>

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 <u>Invoices.</u>

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to <u>ap@cityofchino.org</u>. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 <u>Waiver.</u>

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 <u>Contingency of Funds.</u>

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. <u>PERFORMANCE SCHEDULE</u>

3.1 <u>Time of Essence.</u>

Time is of the essence in the performance of this Agreement.

3.2 <u>Schedule of Performance.</u>

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as <u>Exhibit "D"</u> and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 <u>Term.</u>

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, except as otherwise provided in the Schedule of Performance (<u>Exhibit "D"</u>). This Agreement may be renewed by a written amendment for up to an additional four (4) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. <u>COORDINATION OF WORK</u>

4.1 <u>Representatives and Personnel of Consultant.</u>

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

4.2 <u>Status of Consultant.</u>

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 <u>Project Manager.</u>

The Project Manager shall be Martin Soto, Facilities Maintenance Supervisor or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 <u>Prohibition Against Subcontracting or Assignment.</u>

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 <u>Insurance Coverages.</u>

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) <u>General liability insurance</u>. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) <u>Automobile liability insurance</u>. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) <u>Professional liability (errors & omissions) insurance</u>. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) <u>Workers' compensation insurance</u>. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) <u>Subcontractors</u>. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) <u>Additional Insurance</u>. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) <u>Proof of insurance</u>. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) <u>Duration of coverage</u>. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) <u>Primary/noncontributing</u>. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) <u>City's rights of enforcement</u>. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) <u>Acceptable insurers</u>. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) <u>Waiver of subrogation</u>. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) <u>Enforcement of contract provisions (non-estoppel)</u>. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) <u>Requirements not limiting</u>. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) <u>Notice of cancellation</u>. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) <u>Additional insured status</u>. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) <u>Prohibition of undisclosed coverage limitations</u>. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(1) <u>Separation of insureds</u>. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) <u>Pass through clause</u>. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) <u>Agency's right to revise specifications</u>. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) <u>Self-insured retentions</u>. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) <u>Timely notice of claims</u>. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) <u>Additional insurance</u>. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 <u>Indemnification.</u>

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. <u>RECORDS, REPORTS, AND RELEASE OF INFORMATION</u>

6.1 <u>Records.</u>

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 <u>Reports.</u>

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 <u>Ownership of Documents.</u>

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 <u>Confidentiality and Release of Information.</u>

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 <u>Disputes; Default.</u>

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 <u>Retention of Funds.</u>

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 <u>Waiver.</u>

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **<u>Rights and Remedies are Cumulative.</u>**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollar and No Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 <u>Termination Prior to Expiration of Term.</u>

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 <u>Termination for Default of Consultant.</u>

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. <u>CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION</u>

8.1 <u>Non-liability of City Officers and Employees.</u>

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 <u>Conflict of Interest.</u>

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 <u>Covenant Against Discrimination.</u>

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 <u>Unauthorized Aliens.</u>

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. <u>MISCELLANEOUS PROVISIONS</u>

9.1 <u>Notices.</u>

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 <u>Interpretation.</u>

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 <u>Counterparts.</u>

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 <u>Integration; Amendment.</u>

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 <u>Severability.</u>

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 <u>Warranty & Representation of Non-Collusion.</u>

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 <u>Corporate Authority.</u>

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Dr. Linda Reich, City Manager

APPROVED AS TO CONTENT:

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

Director of Community Services, Parks & Recreation

CONSULTANT:

CCS Facility Services-Orange County Inc.

By:		
Name:		
Title:		
By:		
Name:		
Title:		
Address:		

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "A-1"

SCOPE OF WORK – CITYWIDE JANITORIAL

A. <u>Responsibilities</u>

- 1. The contractor shall provide all management, supervision, labor, equipment, and supplies necessary to accomplish custodial and floor care services at City facilities as defined in City Service Agreement and scope of services herein.
- 2. Square footage of each facility is provided for reference purposes only. Contractor should verify square footage and other facility characteristics by personal on-site inspection. Square footage is not the primary indicator of required service levels.
- 3. The Contractor must perform inspections of each work site and evaluate the extent to which the physical condition thereof will affect the contract services to be provided. Contract accepts the premises in the present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.

B. City Responsibilities

The City of Chino will provide the Contractor with the following:

- City to provide the following Waxie Sanitary Supply cleaning products for contractor to use in all City facilities. All product must be used through the Waxie Solution Station Dispensers. City to provide training for contract staff on an as needed basis.
 - 243 Neutral Cleaner
 - 300 Non-Acid Bathroom Cleaner
 - 330 Fresh Mint Liquid Microbes
 - 764 Lemon Quat Disinfectant Cleaner
 - 843 Encapsulating Carpet Extractor Cleaner
 - 543 Glass and Surface Cleaner
- 2. City to provide the following paper product to contractor for all facilities. City staff will stock all custodial supply closets. Contractor is responsible to notify City when supplies are needed.
 - Paper towels
 - Toilet paper
 - Toilet seat covers
 - Trash liners
- 3. City to provide the soap for the soap dispenser to contractor for all facilities. City staff will stock all custodial supply closets. Contractor is responsible to notify the City when supplies are needed.
 - Clean Touch Hand Wash

• Lan-O-Tone Liquid Hand Soap

C. <u>Performance Requirements</u>

- 1. These performance standards are the City's expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturers' recommendations.
- 2. Each of the Contractor's employees shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. The equipment shall be available and/or in possession of the Contractor's employees at all times while carrying out their duties.
- 3. The performance standards are to be applied to all cleaning tasks listed in the specifications. If a specific task is not mentioned in the performance standards, the Contractor will still be expected to perform the task to a level consistent with the industry standards. Sub-standard performance may be cause to enforce the deficiency correction clause.
- 4. Deficiencies such as broken glass, doors, dispensers, lights, etc. noticed during the course of normal work are to be reported to the City Facility Supervisor or his designee by phone or email; include a full description and location of the deficiency and pictures when applicable.
- 5. Within the performance specifications, where a specific service is designated to be performed at a pre-determined interval (e.g. "every six months") and is accompanied by the phrase "or as needed", that phrase shall mean the service is to be performed at least as often as specified, but may be performed more often at the direction of the City. Such supplemental effort is subject to additional reasonable compensation and shall be mutually agreed to prior to initiating the work.
- 6. A copy of the performance specifications for each facility will be kept in the janitorial closet at each building. Cleaning crews will check off each task as it is completed. A copy of the completed checklists will be provided to the City on a monthly basis.
- 7. All cleaning equipment shall be of the type necessary to properly perform the wor, and shall be maintained in proper operating condition. Contractor shall have a sufficient inventory of equipment and supplies so as to avoid any interruption or delay in service due to breakdowns or shortages. The City reserves the right to request a list of equipment and supplies that would typically be used to complete the work as specified. Only commercial cleaning equipment to be utilized for this contract. Examples of City approved equipment are the following:
 - Commercial self-contained carpet extractor
 - Commercial vacuums backpack or upright with HEPA filter capable of capturing 99% of 0.3 micron particles
 - Auto scrubber/floor machine

D. Performance Standards

Service Level (acceptable quality): The level of services as outlined in these Specifications shall consistently be maintained.

1. Blinds: Blinds shall be cleaned using tools or equipment designed for cleaning these types of furnishings.

Standard: Blinds shall be free of dust and give an overall clean appearance.

2. Metal/Stainless Stell Surfaces: Cleaning metal surfaces requires the removal of mineral deposited, surface spots, fingerprints, smudges, etc. with the appropriate cleaner/polish.

Standard: Surfaces will present a clean uniform shining appearance free of all mineral deposits, soil, marks, smudges, streaks.

3. Damp Moping: Damp mopping requires the use of a flat microfiber wet mop system (preferred method) or string type mop (24 oz.) that have been mechanically wrung/squeezed to remove excess solution for purposes of removing light soil, dirt, liquid or other foreign material from a floor that does not require the complete mopping of the area or when the area is not soiled sufficiently to require wet mopping.

Standard: A damp mopped floor shall be free of all dirt, debris soil, liquids or other foreign material; with no streak marks. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish this task shall be returned to their original positions.

4. Disinfecting: Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of 10 minutes or per manufacturer's recommendation.

Standard: Surfaces shall be as free of material containing living bacteria, viruses, or other contaminations that are capable of causing infections.

5. Dispenser Cleaning Service: Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towel, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Contract Administrator.

Standard: Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.

- 6. Dusting: Normal or low dusting includes all levels up to eight (8) feet or the height of common/office spaces. All high dusting will be above eight (8) feet high. Standard: Items shall be free of any laden airborne materials, streaks, smudges, and cobwebs. Laden airborne matter shall be removed by either mechanical, chemical, or manual means. Devices, which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task shall be returned to their original position
- 7. Entrance Glass: Cleaning of glass is cleaning the inside and outside glass surfaces and the surrounding boundary of the applicable entrance area.

Standard: Glass shall be free of streaks, smudges, fingerprints, etc. Surfaces surrounding the entrance shall be free of dirt, dust, fingerprints, and have a clean appearance.

8. Entrance Mats: Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted, moved to remove soil and moisture underneath, and replaced.

Standard: There shall be no dirt left on surfaces.

9. Fixtures: Cleaning of restroom & kitchen fixtures and fountains require the removal of dust, dirt, debris, spots, stains, and smears from sinks, slop sinks, toilets, urinals, and fountains with a germicidal solution.

Standard: Fixtures will be disinfected and there shall be no dust, dirt, spots or debris on the fixtures.

10. Furniture: Cleaning of furniture and tables requires dusting and/or damp wiping.

Standard: Surfaces are to be free of dirt, dust, debris, marks, and film.

11. Upholstered Furniture Deep Cleaning: Cleaning requires the removal of odors, dirt, soil, debris, liquid stains, or other foreign materials from upholstered furniture using the best cleaning method available with a cleaning solution which will not discolor or damage the fabric.

Standard: Upholstered furniture cleaning shall remove completely any odor, dirt, soil, debris, liquid stains, or other foreign materials from fabric areas and return the finish of the fabric to clean condition.

12. Glass Window and Mirrors: Glass window and mirror cleaning requires the removal of dirt, soil, smudges, fingerprints, and other foreign material. This includes glass on doors, partitions, or any other items, which may consist in whole or part of glass, or similar material including mirrors.

Standard: Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film, or any other foreign substances. All excess spray/solution must be removed from any surrounding trim or surfaces and glass/window surfaces shall have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.

- Policing: Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather. Standard: Area(s) being policed shall be free of debris. Area(s) shall present an overall clean appearance.
- 14. High Speed Buffing/Polishing: Buffing/polishing requires the use of high-speed; 1500 RPM of a higher floor machine and a clean pad designed for polishing or buffing.

Standard: The floor should have a "non-yellowed" high-gloss appearance.

15. Receptacle Cleaning: Cleaning and disinfecting receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners.

Standard: Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.

16. Refrigerators: Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution.

Standard: Outside surfaces shall present an overall clean appearance.

17. Restrooms: Cleaning of restrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partition stalls, and doors with a germicidal solution. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine. Some restrooms are equipped with waterless urinals; they are to be cleaned with manufacturer-recommended products and cartridges serviced or replace on a regular basis.

Standard: Restrooms shall be considered properly cleaned when floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls, and doors are cleaned with a germicidal solution. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.

18. Scrubbing: Machine scrubbing requires the use of mechanized scrubbing/vacuum machines to be more aggressive than wet mopping; this may include large areas such as multi-purpose rooms, hallways, lobbies, garages, ramps, or similar large areas which would otherwise require extensive labor to complete in a reasonable time period.

Standard: Machine scrubbing shall be held to the same quality standard as wet mopping and shall remove all scuff marks.

19. Shower Curtain/Doors: Cleaning of curtains/doors requires washing curtains with an approved cleaner that will eliminate fungus and green mold.

Standard: Washed with germicidal solution with no mold and/or odor remaining.

20. Shower Stalls: Cleaning of shower stalls is defined as the removal of soap scum, mold, stains, and odors from surfaces (including grout) and cleaning the entire enclosure with a germicidal solution or steam cleaning.

Standard: Walls, ceiling, enclosures, grout, and fixtures and cleaned with a germicidal solution and metal surfaces are buffed to shine. There shall be no mold and/or odor remaining.

21. Spot Cleaning of Upholstered Furniture and Carpets: Spot shall be any soiled area. Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.

Standard: Spot cleaning shall remove completely an evidence of the soiling which necessitated the cleaning and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning.

22. Carpet Cleaning: Cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only. Carpet cleaning shall be to manufactures recommendations or if not available by an industry standard method. Carpet cleaning shall be completed with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.

Standard: Carpet cleaning shall remove completely any dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas and return the finish of the area to clean condition.

23. Sweeping or Dust Mopping: Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. For gym floors use a proper treatment microfiber dust mop.

Standard: A swept/dust mopped area shall be free of all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt shall be returned to their original location.

24. Trash/Waste Removal: Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal.

Standard: All trash/waste and soiled liners shall be removed from all trash/waste containers, and a new trash/waste liner shall be fitted into all such containers.

25. Recycle Removal: Recycle removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for discarding.

Standard: All recycled material shall be removed from all recycled containers, and a new liner shall be fitted into such containers as necessary.

26. Vacuuming: Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items (e.g. couches, chairs, walls, curtains/drapes), which require this method of cleaning.

Standard: There shall be no evidence of any dust or dirt or any other loose foreign material. Materials shall be left in a lint free state. All items moved during this process shall be returned to their original positions.

27. Wet Mopping: Wet mopping requires the removal of build up dirt, soil, liquids, or other foreign materials from a floor using a flat microfiber wet mop system (preferred method) or a clean string type mop (24 oz.) and mechanically wrung out so as to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer.

Standard: A wet mopped floor shall be free of all dirt, debris, soil, liquids, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original positions.

28. Pressure Washing: Pressure washing requires the mechanical removal of loose dust, mold, mildew, fungus, spider webs, dirt, grease, oil, rust, stains, and other foreign material from walls and floors and other items (e.g. stairs, railings, exterior doors), which require this method of cleaning.

Standard: There shall be no evidence of any loose dust, mold, mildew, fungus, spider webs, dirt, grease, oil, rust, stains, and other foreign material. Area shall be left in a clean state.

29. Deep Cleaning Kitchen: Deep cleaning a kitchen involves thoroughly scrubbing and sanitizing all surfaces, appliances, and hidden areas to remove built-up grease, grime, and bacteria. This process goes beyond regular cleaning by targeting often-overlooked spots like behind appliances, inside cabinets, and under sinks.

Standard:

- Equipment (exterior): Wipe down and degrease exterior surfaces of: ovens, stovetops, grills, fryers, refrigerators, freezers, ice machines, warmers, toasters, and small appliances. Polish stainless steel surfaces. Remove loose debris from burner trays and drip pans.
- Cooking Hoods and Vents: Clean and degrease hood exteriors. Remove and clean metal baffle filters. Wipe down exposed, accessible areas of vent ducts (exterior only).
- Sinks and Fixtures: Scrub and sanitize all sinks and faucet handles. Descale sink basins and polish metal finishes. Clean and disinfect backsplash areas.

- Prep Surfaces and Tables: Degrease and sanitize all prep counters. Wipe legs and undersides of prep tables.
- Dishwashing Area: Clean and degrease exterior of dish machine. Wipe down counters, drying racks, and nearby surfaces. Disinfect mop sinks and slop sinks (if present).
- Floors and Drains: Sweep and mop all floor surfaces with commercial degreaser. Scrub along baseboards and beneath equipment (moveable items only). Flush floor drains with enzyme cleaner or disinfectant solution.
- Walls, Ceilings, and Light Fixtures: Spot clean walls with degreaser (especially around cook line and sink areas). Dust and wipe down ceiling vents and light fixtures. Remove cobwebs and buildup in corners.
- Trash and Waste Areas: Empty and sanitize all trash cans and liners. Clean and disinfect the trash storage area and receptable lids. Wipe down recycling stations if present.

E. Services Required Per Location

The items in this section will be required in all City facilities except where noted that additional work at specific locations are needed. All tasks are to be completed to the standards listed above or to the latest industry standards.

1. City Hall 13220 Central Avenue (39,493 sq. ft.)

- a. Day Porter 1st floor only (Monday Friday) 10:00 a.m. 2:00 p.m.
- b. <u>Daily Scope of Work</u> Night Cleaning (Monday Friday) 5:00 p.m. 1:30 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Vending machines
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.

- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean showers.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, microwave oven (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- c. Weekly
 - Prepare Council Chambers for Council Meetings, Planning, and Community Services Commission meetings (City Hall only).
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- d. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.

- Clean restroom walls above tiles.
- e. <u>Quarterly</u>
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- f. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.

2. City Hall South – 13250 Central Avenue. First Floor Only – (Approx. 5,495 sq. ft.)

- a. Daily Scope of Work Night Cleaning (Monday Friday) 5:00 p.m. 1:30 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.
 - Clean coffee stations and sinks.
 - Clean and sanitize water coolers/fountains.
 - Clean break room counters and tables.
 - Clean kitchen and sinks.
 - Clean and disinfect sinks and gang sinks.

- Clean refrigerator, microwave oven (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.

- Clean and extract carpets per the manufacturer's recommendations.
- Extract upholstered furniture per the manufacturer's recommendations.
- Clean inside light fixtures.
- Clean exterior bronze plaques.
- Clean exterior address plates and/or numbers.
- e. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.

3. City Hall South Basement 13250 Central Avenue (28,054 sq. ft.)

Annual – Cleaning to be completed in December of every year

- Dust and clean all surfaces throughout the facility including, but not limited to the following:
 - Desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Window treatments and/or blinds
 - Lobby furniture
 - Top of lockers, thermostats, sanitizers, first aid kits, fire extinguishers, AED defibrillators cabinets, and any other like items.
- Empty wastebaskets and replace liners as needed. Transport trash to designated areas.
- Vacuum, wet or dry mop all flooring throughout the facility including, but not limited to the following:
 - Stairs and landings
 - -Lobbies and hallways
 - -General offices and cubicles
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean breakroom counters and tables.
- Clean kitchen and sinks.
- Clean showers.
- Clean and disinfect sinks and gang sinks.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Empty sanitary napkin disposals/replace liners.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.

- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean and sanitize telephones.
- Detail dust wall fixtures and frames.
- Clean inside window glass.
- Dust high areas (lights and fixtures).
- Dust air vents/grills.
- Scrub restroom floors.
- Dust chair frames.
- Clean restroom walls above tile.
- Strip and wax VCT/laminate floors (if applicable) per manufacturer's recommendations.
- Clean all ceramic tile floors per manufacturer's recommendations.
- Clean grout on all ceramic tile floors and walls as needed per manufacturer's recommendations.
- Clean and extract carpets per the manufacturer's recommendations.
- Clean glass on all windows and doors throughout the facility.
- Clean inside light fixtures.
- Clean mini blinds.

4. Neighborhood Activity Center, 5201 "D" Street (15,000 sq. ft.)

- a. Day Porter (Monday Saturday) 12:00 p.m. 8:00 p.m.
- b. Set up for events (as needed)
- c. <u>Daily Scope of Work</u> Night Cleaning (Monday Sunday) 9:00 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Vending machines
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.

- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, microwave oven (exterior).
- Clean icemaker (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed)
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- d. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
 - Clean under boxing ring.
 - Clean all bleachers and benches.
 - Clean roll down door in gymnasium.
 - Clean the gym floor with automated floor scrubber provided by the City.

- e. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- f. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- g. <u>Bi-Annually</u>
 - Clean duct work and light fixtures in gymnasium.
 - Clean all exterior windows and doors throughout the facility.

5. Chino Youth Museum, 13191 "6th" Street (4,900 sq. ft.)

- a. Day Porter (Wednesday Sunday) 12:00 p.m. 4:00 p.m.
- b. <u>Daily Scope of Work</u> Night Cleaning (Monday Sunday) 9:00 p.m. 2:30 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.

- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, microwave oven (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- c. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- d. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.

- Dust chair frames.
- Dust City maps, pictures, and/or decorative displays.
- Dust task lights and/or covers.
- Dust and/or clean window treatments, excluding fabric window treatments.
- Clean restroom walls above tiles.
- e. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- f. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.
 - Clean duct work, light fixtures, and decorative clouds.
 - Dust decorative wall displays.
 - Dust buckboard/carriage and above restroom.
 - Dust and/or clean tile wall mural.
 - Vacuum and/or clean decorative awning.

6. Senior Center, 13170 Central Avenue (12,980 sq. ft.)

- a. Day Porter Monday Friday: 7:00 a.m. 5:30 p.m., Saturday: 7:30 a.m. 4:00 p.m., Sunday: 9:30 a.m. - 4:00 p.m.
- b. Set up for events
- c. Daily Scope of Work Night Cleaning (Monday Sunday) 9:00 p.m. 2:30 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.

- Vacuum general offices and cubicles.
- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, freezers, microwave oven, stove, oven, icemaker (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean and sanitize exercise equipment.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- d. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- e. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.

- Wax VCT floors as needed.
- Scrub restroom floors.
- Dust chair frames.
- Dust City maps, pictures, and/or decorative displays.
- Dust task lights and/or covers.
- Dust and/or clean window treatments, excluding fabric window treatments.
- Clean restroom walls above tiles.
- Deep clean kitchen.
- f. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- g. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.
 - Clean duct work.
 - Dust ceiling fans.
 - Dust high ledges above main corridor.

7. Seventh Street Community Theater, 13123 7th Street (4,990 sq. ft.)

- a. <u>Daily Scope of Work</u> Night Cleaning (Monday Saturday) 11:30 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Piano
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.

- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, freezers, microwave oven, stove, oven.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.

- Dust chair frames.
- Dust City maps, pictures, and/or decorative displays.
- Dust task lights and/or covers.
- Dust and/or clean window treatments, excluding fabric window treatments.
- Clean restroom walls above tiles.
- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- e. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.
 - Dust ceiling fans.
 - Dust high duct work and lights.

8. Carolyn Owens Community Center, 13201 Central Avenue (20,000 sq. ft.)

- a. <u>Daily Scope of Work</u> Night Cleaning (Monday Saturday) 9:00 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)

- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, freezers, microwave oven, stove, oven.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.

- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- e. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.

9. Family Services, 13271 Central Avenue (5,222 sq. ft.)

- a. Daily Scope of Work: Night Cleaning (Monday, Wednesday, Friday) 9:00 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.
 - Clean coffee stations and sinks.
 - Clean and sanitize water coolers/fountains.
 - Clean break room counters and tables.
 - Clean kitchen and sinks.
 - Clean and disinfect sinks and gang sinks.
 - Clean refrigerator, freezers, microwave oven, stove, oven.

- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- d. <u>Quarterly</u>
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.

- Clean and extract carpets per the manufacturer's recommendations.
- Extract upholstered furniture per the manufacturer's recommendations.
- Clean inside light fixtures.
- Clean exterior bronze plaques.
- Clean exterior address plates and/or numbers.
- e. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.

10. Monte Vista Park (Teen Center), 13196 Monte Vista Avenue (4,628 sq. ft.)

- a. <u>Daily Scope of Work</u>: Night Cleaning (Monday Friday) 9:00 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Bookshelves throughout
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.
 - Clean coffee stations and sinks.
 - Clean and sanitize water coolers/fountains.
 - Clean break room counters and tables.
 - Clean kitchen and sinks.
 - Clean and disinfect sinks and gang sinks.
 - Clean refrigerator, freezers, microwave oven, stove, oven.
 - Clean mirrors and bright work.
 - Clean and disinfect toilets.
 - Clean and disinfect urinals.
 - Clean wood floors with approved cleaner (as needed).
 - Empty sanitary napkin disposals/replace liner.
 - Refill soap dispensers and hand towel dispensers.

- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- e. <u>Bi-Annually</u>

• Clean all exterior windows and doors throughout the facility.

11. Public Works Services Center, 5050 Schaefer Avenue (17,254 sq. ft.)

- a. 3 Buildings Administration, General Maintenance, and Fleet Maintenance Building Night Cleaning (Monday – Friday) 9:00 p.m. – 6:00 a.m.
- b. Warehouse (Monday Thursday) 2:00 p.m. 4:00 p.m
 - Daily Scope of Work for All:
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.
 - Clean coffee stations and sinks.
 - Clean and sanitize water coolers/fountains.
 - Clean break room counters and tables.
 - Clean kitchen and sinks.
 - Clean showers.
 - Clean and disinfect sinks and gang sinks.
 - Clean refrigerator, freezers, microwave oven, stove, oven, icemaker (exterior).
 - Clean mirrors and bright work.
 - Clean and disinfect toilets.
 - Clean and disinfect urinals.
 - Clean wood floors with approved cleaner (as needed).
 - Empty sanitary napkin disposals/replace liner.
 - Refill soap dispensers and hand towel dispensers.
 - Refill toilet tissue dispensers.
 - Refill air fresheners.
 - Refill seat cover dispensers.
 - Clean restroom partitions/tile walls.

- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- c. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- d. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- e. <u>Quarterly</u>
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- f. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.

12. Community Building, 5443 "B" Street (11,889 sq. ft.)

a. <u>Daily Scope of Work</u>: Night Cleaning (Monday – Sunday) 9:00 p.m. – 6:00 a.m.

- Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
- Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
- Dust mop all hard surfaced floors.
- Sweep and clean entrance ways.
- Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
- Vacuum stairs and landings.
- Vacuum lobbies and hallways.
- Vacuum general offices and cubicles.
- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, freezers, microwave oven, stove, oven, icemaker (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.

- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- e. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.
 - Deep clean kitchen.

13. Ayala Park Operations Center, 5575 Edison Avenue (1,473 sq. ft.)

- a. Daily Scope of Work: Night Cleaning (Monday Sunday) 10:00 p.m. 6:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails

- Windowsills and ledges
- Lobby furniture
- Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
- Dust mop all hard surfaced floors.
- Sweep and clean entrance ways.
- Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
- Vacuum stairs and landings.
- Vacuum lobbies and hallways.
- Vacuum general offices and cubicles.
- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, freezers, microwave oven.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- b. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.

- Vacuum upholstered furniture.
- Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
- Clean inside window glass and doors.
- Spot clean carpets as needed.
- c. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
- d. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- e. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.

14. EPIC Building 13106 Central Ave (15,405 sq. ft.)

- a. Daily Scope of Work: Weekly Cleaning (Monday) 4:00 p.m. 10:00 p.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).

- Vacuum stairs and landings.
- Vacuum lobbies and hallways.
- Vacuum general offices and cubicles.
- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- f. Quarterly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.

- Scrub restroom floors.
- Dust chair frames.
- Dust City maps, pictures, and/or decorative displays.
- Dust task lights and/or covers.
- Dust and/or clean window treatments, excluding fabric window treatments.
- Clean restroom walls above tiles.
- Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
- Clean all ceramic tile floors per manufactures recommendations.
- Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
- Clean and extract carpets per the manufacturer's recommendations.
- Extract upholstered furniture per the manufacturer's recommendations.
- Clean inside light fixtures.
- Clean exterior bronze plaques.
- Clean exterior address plates and/or numbers.
- g. Bi-Annually
 - Clean all exterior windows and doors throughout the facility.

15. Eastside Water Treatment, 7537 Schaefer Ave. (200 sq. ft.)

- b. <u>Scope of Work</u>: Monthly Cleaning (Last Thursday of Month) 8:00 a.m. 10:00 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.
 - Spot clean carpets under 12" (over 12" notify City representative)
 - Remove gum from floors/fixtures/furniture.
 - Clean coffee stations and sinks.
 - Clean and sanitize water coolers/fountains.

- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- h. Quarterly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.

- Clean and extract carpets per the manufacturer's recommendations.
- Extract upholstered furniture per the manufacturer's recommendations.
- Clean inside light fixtures.
- Clean exterior bronze plaques.
- Clean exterior address plates and/or numbers.
- i. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.

F. Custodial Closets/Storage Areas

- The Contractor shall keep all tools, equipment, and supplies left on the job site in the designated janitor's storage closets or assigned storage areas and not in any other parts of the building. These areas shall be kept in a neat and orderly manner at all times and shall be part of the regular inspection.
- 2. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in State Fire Marshall approved containers. All containers shall be labeled as to contents. If any toxic materials must be stored, they shall be labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel are to be kept clean and polished at all times. Some custodial closets/storage areas may contain water heaters and/or electrical panels. All materials MUST be stored at least 36" away from these water heaters or panels.

G. Inspection

- 1. During the contract period, the City Facility Supervisor or his assigned designee will conduct weekly inspections along with the Contractors' Supervisor of the facilities; further random inspections will be conducted by the City Facility Supervisor.
- 2. Any deficiencies will be handled as described below.

H. Deficiency Correction/Non-Performance

- 1. In the event the work specified in this contract is either not performed or found to be unsatisfactory, the contractor will be given within twenty-four (24) hours from time of notification to remedy the deficient work.
- 2. If the contractor fails to correct the deficient work within the twenty-four (24) hour time period, the City reserves the right to have the work performed by an alternate source at contractor expense.
- 3. If the contractor fails to correct the deficient work within the twenty-four (24) hour time period and the City opts not to have the work performed by another source, the City will deduct the value of the work from the monthly invoice.
- 4. In cases where the City deducts the value of the work from the monthly invoice, the amount deducted shall be one (1) percent of the base monthly cost, per occurrence per day, until the contractor corrects the deficiency.

- 5. Non-adherence to any of the specifications and regulations made clear in this contract, including the items below, will be considered deficient work and subject to penalties identified in the Agreement.
 - a. Non-compliance to any City specified and/or Contractor supplied job schedules, without proper notification of disruption in schedule.
 - b. Non-responsiveness to requests for such items as inspection reports.
 - c. Failure to show completed/scheduled tasks within three days of scheduled completion date through any means (paper or electronic).
 - d. Non-compliance to perform standards per scope of work at repeated locations.
- 6. The City may employ other methods to determine deficient work. These methods are not limited to communication with City employees or the Public, the use of video monitoring security cameras, unannounced inspections during cleaning shifts, and other such means as the City deems necessary.
- 7. Repeated instances of non-performance by the contractor will be grounds for termination of the Agreement.

I. <u>Recyclables</u>

- Contractor shall comply with State Recycling Mandates in the placement of collected recyclable material in the appropriate containers. Contractor shall place, maintain, and empty recyclable materials from the specified containers from all City government offices and buildings on a daily basis or on the same schedule of refuse removal. All recyclable materials collected by the contractor must be placed into correct receptable for appropriate handling. This material shall not be mixed with refuse or other materials that would cause contamination of such material. The materials for collection includes but is not limited to commingled recycling of paper, aluminum, glass, and plastic.
- 2. Contractor shall notify City staff of any issues regarding this program in order to maintain the integrity.

J. Background/Security Checks

- 1. All Contractor personnel engaged in the performance of work as part of the work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and have security clearance to perform this work.
- 2. Security Clearances: All Contractor personnel working in any City facility (excluding the Police sites) are required to have passed a basic "Livescan" background check. This check may take up to two weeks to be completed. A list of employees scheduled to work as part of this Agreement with the Livescan results are to be provided two weeks prior to the Agreement start date for City approval. Contractor will have sufficient number of employees who have passed the Livescan process to ensure coverage in cases of vacations, sickness, or employee termination.
- 3. The Contractor shall submit a new cleared employee list when personnel is added or deleted and as requested by the City.

4. The Contractor further agrees to remove from the City's premises any employee who, in the opinion of the City, does not meet minimum security requirements.

K. Building Security/Keys

- The Contractor shall not admit anyone into a building who is not a direct employee of the Contractor and not actively engaged in the performance of the work. This prohibition includes custodians' children or other relatives. At no time shall the Contractor or its employees enter areas of a facility not specifically included in this contract for custodial services.
- 2. Some facilities are protected by limited access security systems. The Contractor will schedule all work in these facilities to be done after City staff opens the facilities.
- 3. The City will issue two sets of keys/security cards as necessary for access to work areas. The Contractor shall assume full responsibility for any theft or loss of these items and shall pay for the replacement and/or rekeying all locks operated by these keys. Keys shall not be duplicated. Keys shall not be loaned to unauthorized personnel.
- 4. Certain facilities have security alarm systems with which Contractor's personnel will need to become familiar. Contractor agrees to make its employees available for training on such systems during the City's normal business hours.

L. Employment Standards – Employees

- 1. Staff: The Contractor agrees the custodial services covered by this contract shall be performed by employees who have been hired in conformity with the Contractor's personnel selection policies, and trained to perform to accepted janitorial standards, practices. And these specifications. The Contractor agrees to provide the City with a steady, dependable work force while keeping employee turnover to a minimum. Contractor is to submit their personnel list assigned to each City facility to the City Facility Supervisor prior to the start work date. Contractor is to maintain a list of employees assigned to each facility and submit such updated list to the City Facility Supervisor throughout the contract period.
- 2. Conduct: No person shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or refuses to perform the specified work properly or acceptably, or is otherwise objectionable, has been found to have said or use inappropriate language or actions as determined by the City of Chino. Anyone found to be objectionable will be prohibited from working in City facilities immediately. The Contractor shall not allow any employee under the influence of alcohol or drugs on the premises or in any buildings. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in any buildings. Smoking is prohibited in all City facilities at all times.
- 3. Training: The Contractor shall have an ongoing training program for its entire staff. The Contractor shall provide only personnel that have been fully trained for the performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. The City may ask for copies of training materials and verification of employee training.
- 4. Identification: All personnel shall wear uniforms, furnished by the Contractor with their names or their ID badge with their name visible at all times when performing work as part of this

agreement. The Contractor and/or supervisory personnel may wear badges in lieu of uniforms. Badges must be visible at all times.

M. Supervision and Communication

The Contractor shall provide to the City, upon execution of this agreement, the names and contact information of the Contractor's supervisory personnel responsible for execution of work in this agreement. A designated supervisor shall be on site and available at the times when the majority of the Contractor's crews are working in the City to respond personally to requests for information or instructions concerning the execution of the work. If for any reason the Supervisor must leave the job site during the execution off the work, a foreman/lead person shall be designated and able to make decisions on behalf of the Supervisor. The Supervisor and the foreman/lead person shall be able to communicate in both written and verbal English. Under no circumstances will the designated on-site Supervisor's primary duty will be to inspect the cleaning staff's work and ensure any deficiencies are corrected in a timely manner. The Supervisor may provide limited cleaning services to correct a deficiency or on an emergency basis, (for example, if a regular custodian must leave work due to illness, and a timely replacement cannot be found). During times when the designated Supervisor is not on-site, the Contractor will ensure a Supervisor is available to respond to calls within two hours.

The designated Supervisor and the City must be able to effectively communicate with all employee or teams performing services under this contract; preferably through a company supplied cell phone. This allows communication with their base of operation, City staff, and emergency services.

N. Safety/Environmental

- 1. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall be in compliance with the laws and regulations of Cal OSHA, the State of California, and the City of Chino.
- 2. The Contractor shall provide to the City the Safety Data Sheet (SDS) for all the chemicals that will be used in the performance of their work prior to the start of this agreement. A binder with the SDS for all chemicals per location will be located in all areas they are stored. The Contractor is responsible for updating the information in the binders as City approved items are added or deleted. At no time shall a chemical be used or staored at a City facility that has not been approved.
- 3. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of their own staff, the public, or any property damage during the performance and execution of the work in this contract.
- 4. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this contract.
- 5. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this contract.
- 6. Contractor shall use commercial grade or industry standard products, approved by the City prior to use.

O. Hours of Work

- 1. The Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with all laborers, workers, or custodians employed in the execution of this contract.
- 2. The City reserves the right to inspect or audit the Contractor's time cards and other documentation to verify the number of hours worked at City facilities. Such inspection may take place during the Contractor's normal business office hours without prior notification from the City.
- 3. For emergency and after-hours needs, the Contractor will respond with an appropriate crew within four hours of being notified. The Contractor will provide a 24-hour toll-free telephone number for after-hours contact purposes.
- 4. The Contractor will be required to submit its crew schedule for the City's approval before commencing work. The schedule will include the days and hours when the crews will be in each building and the number of custodians per crew. It should be noted that where service times are specified in these contract documents, they must be followed due to facility programming needs. If there are scheduled extended hours events at any facility that conflict with custodial crews, the City will notify the Contractor primary contact by email.

P. Additional Work and Day Porter

- There may be requirements for additional or day porter services above and beyond the routine daily service levels. Multiple porters may be required to complete these services. Although it is not anticipated this will be requested very often, an hourly rate for additional/day porter services is to be quoted as a line item on the bid proposal form. General duties will include:
 - a. A specific schedule will be prepared by the Custodial Services Supervisor for Day Porter tasks. The daily schedule will be made readily available to the City Facility Supervisor.
 - b. Normal tasks will include inspecting and servicing all restrooms, especially all public use restrooms, to ensure floors and walls remain clean and free from debris, and to ensure all dispensers are full.
 - c. Report any general maintenance deficiencies directly to the City Facility Supervisor. The Day Porter shall give a full description and location of the work required. On occasion, the Day Porter may be required to assist City personnel with cleaning up during or after an emergency.

Q. <u>Restrictions</u>

- 1. General: Contractor personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, microwave oven, stove, or refrigerators, nor shall they tamper with any personal or City property.
- 2. Telephones: Telephones shall not be used by the Contractor or its employees for personal or business reasons with the exception of reporting the need of medical aid, fire, or the need for law enforcement.

- Radios: The Contractor or its employees shall not use any of the City's two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of any of the Contractor's employees that is so engaged.
- 4. City Equipment: The Contractor or its employees shall not use any of the City's equipment such as: printers, copy machines, fax machines, or computers at any time.

R. Transportation

The Contractor shall provide whatever transportation is necessary to move its employees or supplies among facilities.

S. <u>Meetings</u>

Contractor will make available representatives with the proper authority to discuss contractual issues for periodic or urgent meetings with the City's contract management staff, at regular intervals or when deemed necessary by the City to ensure contract compliance.

T. Unsanitary Conditions

- Contractor shall clean and dispose of any unsanitary and unsightly conditions caused by persons and animals using the public areas at the City's request, or as the Day Porters or night crews find during regular cleanings. Such areas shall be immediately cleaned during his or her regular work and at any time such a condition is identified by either the City Facility Supervisor or other occupants/users of the facilities.
- 2. It is recommended crews are trained in the removal of unsanitary items.
- 3. In the event any custodian finds hazardous materials, toxic chemicals, or highly corrosive liquids, they shall immediately notify their Supervisor, City representative, and Emergency (Fire) Services.

U. Alternate Bid Locations and Scope of Work

1. Chaffey Business Office, 13160 7th Street (2,600 sq. ft.)

- a. Daily Scope of Work Weekly Cleaning (Wednesday) 9:00 a.m. 3:00 p.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Bookshelves
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.

- Vacuum lobbies and hallways.
- Vacuum general offices and cubicles.
- Wet mop floors.
- Clean partitions and doors.
- Clean and sanitize wall switches and controls.
- Clean chair mats.
- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean refrigerator, microwave oven (exterior).
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- g. <u>Weekly</u>
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- h. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.

- Scrub restroom floors.
- Dust chair frames.
- Dust City maps, pictures, and/or decorative displays.
- Dust task lights and/or covers.
- Dust and/or clean window treatments, excluding fabric window treatments.
- Clean restroom walls above tiles.
- i. Quarterly
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- j. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.
 - •

2. Chino Branch Library, 13180 Central Avenue (11,207 sq. ft.)

- a. Set up for events (as needed)
- b. <u>Daily Scope of Work</u> Night Cleaning (Monday Saturday) 9:00 p.m. 2:30 a.m.
 - Dust and clean the following throughout the facility:
 - Cleared desks
 - Filing cabinets
 - Counters
 - Partitions and ledges
 - Stair handrails
 - Windowsills and ledges
 - Lobby furniture
 - Bookshelves throughout
 - Empty wastebaskets and replace liners as needed. Transport trash to designated areas. Clean wastebaskets if needed.
 - Dust mop all hard surfaced floors.
 - Sweep and clean entrance ways.
 - Clean all exterior benches, ashtrays, and trash receptacles. Remove gum if needed. (located outside the facility).
 - Vacuum stairs and landings.
 - Vacuum lobbies and hallways.
 - Vacuum general offices and cubicles.
 - Wet mop floors.
 - Clean partitions and doors.
 - Clean and sanitize wall switches and controls.
 - Clean chair mats.

- Spot clean carpets under 12" (over 12" notify City representative)
- Remove gum from floors/fixtures/furniture.
- Clean coffee stations and sinks.
- Clean and sanitize water coolers/fountains.
- Clean break room counters and tables.
- Clean kitchen and sinks.
- Clean and disinfect sinks and gang sinks.
- Clean mirrors and bright work.
- Clean and disinfect toilets.
- Clean and disinfect urinals.
- Clean wood floors with approved cleaner (as needed).
- Empty sanitary napkin disposals/replace liner.
- Refill soap dispensers and hand towel dispensers.
- Refill toilet tissue dispensers.
- Refill air fresheners.
- Refill seat cover dispensers.
- Clean restroom partitions/tile walls.
- Pour deodorant in floor drains.
- Mop and disinfect restroom floors.
- Clean glass doors.
- Clean door plates and handles.
- Clean glass counter tops.
- Clean glass partitions, dividers, and doors.
- Clean janitor closet.
- Arrange furniture in an orderly manner.
- Secure/lock doors and windows.
- Turn off all lights when completed and leave on night lights.
- Test and secure alarm system (if applicable), exit and lock door.
- h. Weekly
 - Clean and sanitize telephones.
 - Detail and dust wall fixtures and frames.
 - Vacuum upholstered furniture.
 - Dust top lockers, thermostats, sanitizers, first aid kits, fire extinguisher cabinets, AED defibrillator cabinets, and any other like items.
 - Clean inside window glass and doors.
 - Spot clean carpets as needed.
- i. Monthly
 - Dust high areas (lights fixtures).
 - Dust air vents/grills.
 - Wax VCT floors as needed.
 - Scrub restroom floors.
 - Dust chair frames.
 - Dust City maps, pictures, and/or decorative displays.
 - Dust task lights and/or covers.
 - Dust and/or clean window treatments, excluding fabric window treatments.
 - Clean restroom walls above tiles.

- j. <u>Quarterly</u>
 - Strip and wax VCT/laminate floors (if applicable) per manufactures recommendations.
 - Clean under refrigerators.
 - Clean all ceramic tile floors per manufactures recommendations.
 - Clean grout on all ceramic tile floors and walls as needed per the manufacturer's recommendations.
 - Clean and extract carpets per the manufacturer's recommendations.
 - Extract upholstered furniture per the manufacturer's recommendations.
 - Clean inside light fixtures.
 - Clean exterior bronze plaques.
 - Clean exterior address plates and/or numbers.
- k. <u>Bi-Annually</u>
 - Clean all exterior windows and doors throughout the facility.

3. Parks:

Location	Sq Ft.	Address
Villa Park	220	13513 Third St.
Heritage Park	410	4250 Chino Ave.
Mountain View Park	256	13351 Mountain Ave.
Cypress Trails Park	320	6571 Schaefer Ave.
Liberty Park	264	11860 Telephone Ave.
Transit Center	117	63 6 th St.
Chino Community Garden	112	5976 Riverside Dr.
Shady Grove Park	320	6776 Chino Ave.
Monte Vista Park	378	13196 Monte Vista Ave.
Walnut Park	252	4600 Walnut Ave.
Chino Rancho Park	255	5325 Phillips Blvd.
Ayala Park East - A	640	14225 Central Ave.
Ayala Park East (Snack Bar) - B	656	14225 Central Ave.
Ayala Park West - C	640	14225 Central Ave.
Ayala Park Building - D	400	14225 Central Ave.

- a. Daily Scope of Work: Night Cleaning (Monday Sunday) 9:00 p.m. 6:00 a.m
- b. Tasks:
- Refill all soap dispensers.
- Clean and disinfect all toilets, urinals, sinks, and showers.
- Wipe down walls, stalls, partitions, doors, door jambs, and trash containers with disinfectant solution.
- Wash and dry all stainless steel fixtures and other bright work.
- Clean mirrors.
- Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution, rinse, and squeeze/dry
- Empty waste cans and replace plastic liners.

- Replace paper towels, seat protectors, and toilet paper as needed.
- Dust and clean counters and all other horizontal surfaces.
- Clean all debris from interior restroom ceilings, light fixtures, and vents.
- Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.
- Complete supplied checklist for tasks performed.
- Unclog drains, toilets, and urinals as needed.
- Report any broken fixtures, dispensers, drain malfunctions, and/or burned-out light bulbs to the City Facility Supervisor.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(INTENTIONALLY LEFT BLANK)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".
- **II.** The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"

Janitorial Services - CCS Facility Services

		RANCHO		RANCHO		CITY OF CHINO	
		CUCAMONGA	Monthly	CUCAMONGA		PROPOSED	
		PROPOSED JAN-	Billing Jan-	2025-2026	2025-2026	MONTHLY	
CHINO SITE	Service	JUNE PPSF	June 2025	FISCAL YEAR	PPSF	BILLING	Equivalent site
City Hall	MonFri.	\$ 0.1207	\$ 4,766.81	3.00%	\$ 0.1243	\$ 4,909.81	City of Rancho Cucamonga - City Hall
City Hall South	MonFri.	\$ 0.3019	\$ 1,658.94	3.00%	\$ 0.3110	\$ 1,708.71	City of Rancho Cucamonga - Victoria Gardens Police Substation
City Hall South Basement	Annual	\$ 0.0536	\$ 1,503.69	3.00%	\$ 0.0552	\$ 1,548.81	City of Rancho Cucamonga - Family Resource Center - 1x/week
NAC	MonSat.	\$ 0.2283	\$ 3,424.50	3.00%	\$ 0.2351	\$ 3,527.24	City of Rancho Cucamonga - Archibald Library
NAC - Weekly Gym Floor Cleaning		17.3	\$ 588.88	3.00%	\$ 35.02	\$ 606.55	Hourly Rate in RC contract
CYM	WedSun	\$ 0.3019	\$ 1,479.31	3.00%	\$ 0.3110	\$ 1,523.69	City of Rancho Cucamonga - Victoria Gardens Police Substation
SC	MonSun.	\$ 0.2283	\$ 2,963.33	3.00%	\$ 0.2351	\$ 3,052.23	City of Rancho Cucamonga - Archibald Library
SC - Monthly Kitchen Deep Cleaning	Monthly	8	\$ 272.00	3.00%	\$ 35.02	\$ 280.16	Hourly Rate in RC contract
Theater	MonSat.	\$ 0.2283	\$ 1,139.22	3.00%	\$ 0.2351	\$ 1,173.39	City of Rancho Cucamonga - Archibald Library
COCC	MonSat.	\$ 0.1929	\$ 3,858.00	3.00%	\$ 0.1987	\$ 3,973.74	City of Rancho Cucamonga - Family Sports Center
FS	MonWedFri.	\$ 0.1207	\$ 630.30	3.00%	\$ 0.1243	\$ 649.20	City of Rancho Cucamonga - City Hall
MVP	MonFri.	\$ 0.2050	\$ 948.74	3.00%	\$ 0.2112	\$ 977.20	City of Rancho Cucamonga - Central Park Community Center
СВ	MonSun.	\$ 0.2283	\$ 2,714.26	3.00%	\$ 0.2351	\$ 2,795.69	City of Rancho Cucamonga - Archibald Library
APOC	MonSun.	\$ 0.4766	\$ 702.03	3.00%	\$ 0.4909	\$ 723.09	City of Rancho Cucamonga - Animal Care
PWSC	MonFri.	\$ 0.1207	\$ 2,082.56	3.00%	\$ 0.1243	\$ 2,145.03	City of Rancho Cucamonga - City Hall
Eastside Water Treatment	Wed.	14	\$ 471.10	3.00%	\$ 35.02	\$ 485.24	Hourly Rate in RC contract
Liberty	June & July	2	\$ 63.75	3.00%	\$ 35.02	\$ 65.66	Hourly Rate in RC contract
EPIC Building	Weekly	16	\$ 531.46	3.00%	\$ 35.02	\$ 547.41	Hourly Rate in RC contract
Day Porter - NAC, Museum, Senior Center,							
Public Works		407	\$ 13,838.68	3.00%	\$ 35.02	\$ 14,253.84	Hourly Rate in RC contract
Day Porter - City Hall		87	\$ 2,944.40	3.00%	\$ 35.02	\$ 3,032.73	Hourly Rate in RC contract
TOTAL RECURRING MONTHLY BILLING:			\$ 46,581.96			\$ 47,979.4218	
TOTAL ANNUAL:			\$ 558,983.55			\$ 575,753.06	
ADD ON SERVICES:							
Biannual exterior window cleaning		TBD		3.00%			Hourly Rate in RC contract
Biannual kitchen deep cleaning		8	\$ 272.00	3.00%	\$ 35.02	\$ 280.16	Per Occurrence at Hourly Rate in RC Contract

Monthly:	
Annual:	
Contingency:	
Total contract:	

\$ 47,979.4218
\$ 575,753.06
\$ 5,000.00
\$ 580,753.06

COMPARABLE SITES WITH SF							24-2025 CAL YEAR
Job Site		Annual Cost		thly Cost	SF	PPSF	
City of Rancho Cucamonga - Animal Care	\$	31,456.32	\$	2,621.36	5,500	\$	0.4766
City of Rancho Cucamonga - Archibald Library	\$	68,480.28	\$	5,706.69	25,000	\$	0.2283
City of Rancho Cucamonga - Central Park Community Center	\$	140,243.52	\$	11,686.96	57,000	\$	0.2050
City of Rancho Cucamonga - City Hall	\$	144,877.92	\$	12,073.16	100,000	\$	0.1207
City of Rancho Cucamonga - Fleet / Corporate Yard	\$	12,044.04	\$	1,003.67	6,000	\$	0.1673
City of Rancho Cucamonga - Lions Center East - Every Other V	N€\$	5,074.68	\$	422.89	12,000	\$	0.0352
City of Rancho Cucamonga - Lions Center West - 1x/week	\$	7,488.00	\$	624.00	10,000	\$	0.0624
City of Rancho Cucamonga - Pau Biane Library	\$	76,613.04	\$	6,384.42	35,000	\$	0.1824
City of Rancho Cucamonga - Public Safety - Admin	\$	89,472.24	\$	7,456.02	40,000	\$	0.1864
City of Rancho Cucamonga - Public Works Admin	\$	59,946.36	\$	4,995.53	29,000	\$	0.1723
City of Rancho Cucamonga - Family Resource Center - 1x/wee	ek \$	7,074.12	\$	589.51	11,000	\$	0.0536
City of Rancho Cucamonga - Victoria Gardens Cultural Center	\$	125,672.88	\$	10,472.74	67,000	\$	0.1563
City of Rancho Cucamonga - Victoria Gardens Police Substatio	on\$	12,680.52	\$	1,056.71	3,500	\$	0.3019
City of Rancho Cucamonga - Family Sports Center	\$	71,750.76	\$	5,979.23	31,000	\$	0.1929
City of Rancho Cucamonga - Hourly Rate						\$	34.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

Site Location	Service Days/Nights				
A. Janitorial Services-City Hall	Monday-Friday				
B. Janitorial Services-City Hall South	Monday-Friday				
C. Janitorial Services-City Hall South Basement (Annual)	TBD				
D. Janitorial Services-Neighborhood Activity Center	Monday-Saturday				
E. Janitorial Services-Chino Youth Museum	Wednesday-Sunday				
F. Janitorial Services-Senior Center	Monday-Sunday				
G. Janitorial Services-7 th Street Theatre	Monday-Saturday				
H. Janitorial Services-Carolyn Owens Community Center	Monday-Saturday				
I. Janitorial Services-Family Services	M/W/F				
J. Janitorial Services-Monte Vista Park	Monday-Friday				
K. Janitorial Services-Public Works Service Center	Monday-Friday				
L. Janitorial Services-Community Building	Monday-Sunday				
M. Janitorial Services-Ayala Park Operations Center	Monday-Sunday				
N. Janitorial Services-EPIC Building	Monday				
O. Janitorial Services-Eastside Water	Last Thursday of Month				
P. Day Porter	Monday-Sunday				

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.