

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COMMERCIAL BUILDING MANAGEMENT, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Commercial Building Management, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

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GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor 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 (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 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 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.


SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COMMERCIAL BUILDING MANAGEMENT,
INC.,
a California corporation

James A. Light, Mayor

Signed by:

2CB73A6F6ACE4BF...
By: _____
Name: Jesus Velasco
Title: PRESIDENT

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

Contractor shall provide janitorial services for 11 City facilities and 10 sets of park restrooms.

SPECIFICATIONS FOR SERVICES FOR CITY FACILITIES

The Contractor shall provide janitorial services for the following facilities in Redondo Beach:

1. Alta Vista Community Center - 715 Julia Avenue
2. Alta Vista Racquetball Courts - 715 Julia Avenue
3. Anderson Park Senior Center - 3007 Vail Avenue
4. Aviation Park Clubhouse – 1935 Manhattan Beach Blvd
5. Main Library - 303 North Pacific Coast Highway
6. North Branch Library - 2000 Artesia Boulevard
7. Perry Park Senior Center - 2308 Rockefeller Lane
8. Perry Park Teen Center - 2301 Grant Avenue
9. Recreation and Community Services Facility - 1922 Artesia Boulevard
10. Veterans Park Senior Center - 301 Esplanade
11. Wilderness Park Visitor Center – 1102 Camino Real

I. SERVICES PROVIDED SHALL INCLUDE THE FOLLOWING:

A. CITY FACILITY RESTROOMS

1. Daily

- a. Toilet bowls to be cleaned inside and outside with soap and water, plus a disinfectant; all plumbing fixtures to be cleaned
- b. All plumbing fixtures, including sinks, to be cleaned
- c. Doors, kick-plates, and knobs to be cleaned inside and outside
- d. All metal dispensers, such as paper towel dispensers, toilet paper dispensers, and handicap rails, to be cleaned and polished
- e. Mirrors to be cleaned
- f. All necessary supplies, such as 2-ply toilet paper, hand towels, soap, and toilet seat covers, to be replenished, with sufficient supplies provided until next servicing.
- g. Trash receptacles to be emptied and sanitized; plastic liners sized to fit the receptacles replaced

- h. Floors to be mopped with soap and water, plus a disinfectant cleaning solution
- 2. Weekly
 - a. Walls and partitions to be cleaned
 - i. All graffiti (such as marks caused by pencil, crayon, etc.) is to be removed immediately.

B. CITY FACILITY KITCHEN AREAS

- 1. Daily
 - a. Sink and plumbing fixtures to be cleaned
 - b. Counters and surrounding areas to be cleaned
 - c. Trash receptacles to be emptied and sanitized; plastic liners sized to fit the receptacles replaced
 - d. Tables, chairs, cabinets, and other fixtures are to be liquid cleaned with water and detergent
 - e. Refrigerator, stove, and other appliances (exterior surfaces) are to be cleaned
 - f. The interior of microwave ovens (not the stove) and cupboard doors are to be cleaned
 - g. Hand towels and soap dispensers to be replenished; sufficient supplies must be provided until next servicing
- 2. Weekly
 - a. Walls, doors, and kick plates are to be spot cleaned
 - b. Floors are to be swept daily and mopped, kicked, and buffed
- 3. Quarterly
 - a. Floors are to be stripped, scrubbed, waxed, and buffed

C. CITY FACILITY MEETING ROOMS & OFFICES

- 1. Daily
 - a. The tops and sides of circulation and reference desks are to be cleaned
 - b. Telephones (receiver and base of instrument) are to be cleaned with disinfectant
 - c. Table tops, counters, including wooden side panels and swinging gates, etc., to be cleaned
 - d. All metal, such as frames, door handles, railings, etc., to be cleaned and polished
 - e. All interior glass partitions and interior door windows to be spot cleaned
 - f. Trash receptacles to be emptied and sanitized; plastic liners sized to fit the receptacles replaced
 - g. Upholstered furniture to be spot cleaned
 - h. Carpeted stairway is to be vacuumed daily; service stairway is to be swept
- 2. Weekly

- a. The tops and sides of circulation and reference desks are to be polished
 - b. Shelves and fixtures to be high and low dusted twice weekly
 - i. Contractor to provide and maintain the dusting plan schedule
 - c. Table tops, counters, including wooden side panels and swinging gates, etc., to be polished
 - d. All interior glass partitions and interior door windows to be cleaned
 - e. All windows, 12 feet high or less, to be spot cleaned inside
 - f. Blinds to be dusted
 - g. All individual offices and phones to be cleaned
 - h. Desks, file cabinets, bookcases, and fixtures to be high and low dusted twice weekly
3. Monthly
- a. All baseboards and end panels of shelving units to be cleaned

D. CITY FACILITY ENTRANCES/LOBBY AREAS/CORRIDORS

1. Daily
- a. Water fountains to be sanitized and polished
 - b. Door entrance glass to be cleaned inside and outside
 - c. All interior glass partitions to be cleaned weekly and spot cleaned
 - d. All metal and wood, such as frames, door handles, railings, etc., to be cleaned and polished
 - e. Front entrance, doormats, and surrounding areas to be swept
 - f. Trash receptacles, including outside front door, to be emptied, wiped clean, and sanitized; plastic liners sized to fit the receptacles replaced
 - g. Outside of display cases to be cleaned
 - h. Side panels and floor of elevators on all levels to be cleaned
 - i. Button panels, railing, and door tracks are to be cleaned and polished
 - j. Elevator door tracks to be vacuumed

E. STAFF LOUNGE DECK AND MEETING ROOM DECK (MAIN LIBRARY ONLY)

1. Daily
- a. Deck surface to be swept and picked up
2. Weekly
- a. Deck surface to be hosed down

F. CITY FACILITY CARPETED AREAS

1. Daily
- a. All carpeted areas to be cleaned. A soft-bristled broom or carpet sweeper is to be used to remove surface litter, and then the pile is brushed gently with the lay.
 - b. Lightweight vacuum cleaner should be used

- c. Carpet is to be inspected for spots, stains, or spills, which are to be removed immediately according to the manufacturer's recommendations.
- 2. Weekly
 - a. Carpet is to be thoroughly vacuumed with a commercial type vacuum cleaner
 - b. Corridors and heavily traveled areas (to be identified) are to receive heavy vacuuming twice weekly

G. CITY FACILITY TILED AREAS

- 1. Daily
 - a. Tiled areas to be swept daily with a treated dust mop.
 - b. Tiled and baseboard areas to be damp mopped and kept clean; including cleaning of cove base moldings.
 - c. All tile, including glazed tile walls, unglazed tile floors, and quarry tile floors to be cleaned per manufacturer's recommendations.
- 2. Quarterly
 - a. All quarry tile surfaces to be power scrubbed

H. COURT SURFACES (ALTA VISTA RACQUETBALL COURTS ONLY)

- 1. Daily
 - a. Court services to be dust-mopped

II. QUARTERLY SERVICES FOR CITY FACILITIES

- A.** Quarterly services are to be scheduled in consultation with the Public Works Manager of Building Facilities (Building Manager) or a department representative.
- B.** All vinyl composition tile (VCT) and linoleum floors are to be stripped and waxed quarterly.

III. SEMI-ANNUAL SERVICES FOR CITY FACILITIES

- A.** Semi-annual services are to be scheduled in consultation with the Building Manager or a department representative.
- B.** Carpeting is to be thoroughly cleaned using a dry extraction method according to the manufacturer's recommendations.
- C.** Blinds to be cleaned thoroughly, not bent or left askew.

IV. ANNUAL SERVICES FOR CITY FACILITIES

- A.** Annual services are to be scheduled in consultation with the Building Manager or a department representative.

- B. All upholstered furniture to be shampooed per the manufacturer's recommendations.

V. PERIODIC SERVICE DOCUMENTATION FOR CITY FACILITY SERVICES

- A. After providing quarterly, semi-annual, or annual services Contractor shall provide written documentation of said work to the Building Manager.

VI. SPECIAL INSTRUCTIONS FOR CITY FACILITY SERVICES

- A. Must use treated dust cloths.
- B. Deodorant cakes or sprays are not to be used in urinals or toilet bowls.
- C. All janitorial equipment and supplies must be kept only in the janitorial closets. Closets should always be closed.
- D. Janitorial closets to be kept clean and orderly.
- E. Marked pathways to be kept clear per Fire Code.
- F. Janitorial closet door to be locked at all times.
- G. All windows are to be cleaned with no inconvenience to staff.
- H. After floors are cleaned, all furniture to be returned to its original position in a neat and orderly fashion.
- I. Contractor's staff shall not use library facilities, including telephones, copiers, desks, books, typewriters, and computers.

VII. DAILY SERVICES SCHEDULE FOR CITY FACILITY SERVICES

- A. Daily services for the North Branch Library are to be completed five days per week (Monday, Tuesday, Wednesday, Thursday, and Saturday) during closed hours – after 8:00 PM Monday, Tuesday, Wednesday, and Thursday, and after 5:00 PM Saturday.
- B. Daily services for the Main Library are to be completed six days per week (Monday through Saturday) during closed hours – after 10:00 PM Monday through Thursday, and after 6:00 PM Friday and Saturday.
- C. Daily services for the Recreation and Community Services Administration Facility are to be completed five days per week (Monday-Friday) during closed hours, after 7:00 PM.

- D. Daily services for the Alta Vista Community Center, Alta Vista Racquetball Courts, Anderson Park Senior Center, Veterans Park Senior Center, Perry Park Senior Center, Perry Park Teen Center and Wilderness Park Visitor Center are to be provided five days per week (Monday, Tuesday, Wednesday, Thursday and Friday) during closed hours – after 8:00 PM.
- E. Aviation Park Clubhouse provides services after 8:00 P.M. Saturday and Sunday.

VIII. SPECIAL PROCEDURES FOR CITY FACILITY SERVICES

A. LOCKING UP

Lock all suite entry door handles and deadbolts, and report any evidence of breach to the Building Manager.

B. REPORTING DAMAGES

Report any damage, breakage, plumbing problems, graffiti, burned-out light bulbs, and malfunctioning door hardware to the Building Manager.

C. MATERIAL SAFETY DATA SHEET BINDERS

Contractor to provide and maintain Material Safety Data Sheet Binders in the janitorial closets of the building.

D. OTHER

1. Cleaning equipment cords shall not leave any marks on door jambs, furniture, or drywall outside corners.
2. If necessary, all recyclable paper shall be deposited into the dedicated three cubic yard recycle dumpster bin provided by the customer. All cardboard boxes shall be broken down prior to being placed in the recycling bin. General trash items shall be deposited into the remaining dumpsters.
3. All dispensers and containers are to be labeled at all times with the manufacturer's name, item name, instructions, and safety information.
4. Contractor shall keep a first aid kit in each janitorial closet at each building; the first aid kit shall be stocked and maintained by Contractor monthly.
5. All lights must be turned off when leaving the buildings.
6. There will be a designated location at each site for posting communications to janitorial staff.
7. Onsite inspections will be scheduled with the Contractor, Library Director, and Public Works staff at the beginning of each quarter.

IX. OTHER AVAILABLE SERVICES FOR CITY FACILITIES

- A. **High-pressure washing** for sidewalks, parking stalls, concrete floors, walls, etc. This service is separate from the regular quarterly service provided. The hourly rate for these services shall be \$50.00.

B. Parking lot sweeping service by mobile parking lot sweeper with a 2.25 cubic yard tank. This service is separate from the regular quarterly service provided. The hourly rate for these services shall be \$125.

C. Back-up maintenance services staff to be provided to assist the City with maintenance functions at other City facilities on an as-needed basis. Staff must be made available within 24 hours. The hourly rate for these services shall be \$28.00.

D. 24-Hour emergency custodial services to be available 365 days per year with a one-hour response time required in most instances. The hourly rate for these services shall be \$75.00.

E. Carpet cleaning for other City facilities. The hourly rate for these services shall be \$150.00.

X. EQUIPMENT, MATERIALS AND SUPPLIES

Contractor shall furnish all equipment, tools, chemicals, cleaning solutions, floor finish, restroom deodorizers and other items as necessary for the performance of janitorial services.

XI. EXPENDABLE SUPPLIES

Defined as 2-ply toilet tissue, paper towels, toilet seat covers, hand soap and plastic trash liners – shall be provided by Contractor.

SPECIFICATION FOR SERVICES FOR PARK RESTROOMS

Contractor will provide janitorial services for the following 10 sets of restrooms in City parks:

1. Alta Vista Park- 801 Camino Real
2. Anderson Park – 2229 Ernest Avenue
3. Aviation Park– 1935 Manhattan Beach Boulevard
4. Dale Page Park – 2507 Robinson Street
5. Dominguez Park– 200 Flagler Lane
6. Franklin Park– 850 Inglewood Avenue
7. Lilienthal Park-2400 190th Street
8. Perry Park – 2301 Grant Avenue
9. Veterans Park – 309 Esplanade
10. Wilderness Park – 1102 Camino Real

I. SERVICES PROVIDED SHALL INCLUDE THE FOLLOWING:

- A.** The Contractor's primary responsibility is to provide the maintenance and expertise necessary to keep the restrooms at the City's parks clean, sanitized, stocked and odor free throughout the day.
- B.** Janitorial services shall include the furnishing of all labor, all materials and supplies including but not limited to toilet paper, paper products, soap, cleaning products and equipment necessary for the provision of janitorial services
- C.** the direction and to the satisfaction of the Public Works Department. All premises shall be maintained at the level of service provided for in this Agreement at all times.
- D.** Contractor shall, during the specified hours and days of operation, respond to all emergencies within two (2) hours of notification.
- E.** Contractor shall be responsible for the unlocking of restroom doors/gates and securing gate locks to the building before performing services. Contractor shall not duplicate keys to buildings and park restrooms; additional keys, as needed, shall be provided by the Public Works Manager of Parks and Urban Forestry (Parks Manager). Contractor shall be required to perform an annual key audit with the Parks Manager.
- F.** Contractor shall provide staffing to perform the required janitorial services during the prescribed hours. Any changes in the days and hours of operation shall be subject to approval by the Parks Manager.

II. DAILY REQUIREMENTS FOR PARK RESTROOM CLEANING

- A.** Sweep floors inside the restroom, empty waste dispensers, collect all debris, and dispose.
- B.** Spray down walls, floors, fixtures, partitions, counters, toilets, urinals, drinking fountains, and sinks with disinfecting cleaner. Allow the solution to sit for approximately ten (10) minutes for effective disinfecting.
- C.** Scrub floors and base thoroughly with a deck brush. Use a crevice tool for floor/wall transitions, corners, and partition bases.
- D.** Hose down walls, partitions, toilets, urinals with a pressure nozzle and squeegee water into floor drain(s).
- E.** Pick up residual debris.
- F.** Scrub/wipe partitions, walls, toilets, urinals, sinks, and counters. No dust, grime, buildup, rust, or dirt shall be evident on partitions, fixtures, valves, drain pipes, drain covers, and faucets.
- G.** Clean mirrors with disinfectant and wipe to a streak-free condition.
- H.** Clean dispensers with disinfectant and wipe to a streak-free condition. Dispensers shall be free of oxidation, grime, buildup, and rust.
- I.** Clean and wipe changing tables inside and out.
- J.** Restock toilet paper if existing roll is less than fifty (50) percent full.
- K.** Top off soap dispensers as needed.
- L.** Clean all drinking fountains with disinfecting cleaner.
- M.** Sweep outside pavement and entrance areas approximately ten (10) feet from the perimeter of walls next to restroom building.
- N.** Report any damage, clogged fixtures, emergency cleaning and graffiti immediately to the Parks Manager.

III. WEEKLY REQUIREMENTS FOR PARK RESTROOM CLEANING

- A.** Sweep floors inside restroom. Empty waste dispensers, collect all debris and dispose.

- B.** Dust walls, ceilings and light fixtures to remove all dust, cobwebs, leaves, etc.
- C.** Spray down walls, floors, fixtures, partitions, counters, toilets, urinals, sinks and drinking fountains with disinfectant solution. Allow solution to sit for ten minutes.
- D.** Scrub floors with a low-speed buffing/scrubbing machine. Use a deck brush and crevice brushes to clean hard to reach areas, cove and base. The floor shall be completely free of dirt, grime, gum and build up after this process.
- E.** Pressure wash all surfaces (pressure shall be limited to eliminate damage to surfaces and fixtures).
 - 1. Sinks
 - 2. Faucets
 - 3. Counters
 - 4. Walls
 - 5. Partitions
 - 6. Changing Tables
 - 7. Toilets
 - 8. Drinking Fountains
 - 9. Urinals
- F.** Walls, partitions, fixtures, and ceilings shall be completely free of dust, cobwebs, dirt, scale, grime, gum, and buildup after this process.
- G.** Squeegee floors and partitions, wipe down all other surfaces.
- H.** Restock toilet paper if the existing roll is less than fifty (50) percent full.
- I.** Top off soap dispensers as needed.
- J.** Clean all drinking fountains with disinfecting cleaner.
- K.** Wipe main entrance doors/gates and shall be free of dust, grime, and buildup.

Report any damage, clogged fixtures, and graffiti to the Parks Manager immediately.
- L.** Clean custodial closet and storage areas.
 - 1. Sweep/mop floor.
 - 2. Equipment (buckets, mops, rags, etc.) must be clean and in working order, labeled with the contractor's name.
 - 3. Disinfecting cleaner, hand soap, and toilet paper shall be stocked at all times.
 - 4. All cleaning chemicals must be in labeled containers. Cleaning chemicals must be on the approved list. Equivalent products will be considered on a case-by-case basis as requested by the Contractor.
 - 5. Remove trash and empty boxes.

6. Weekly cleaning tasks shall be performed one day a week between the hours of 6:00 P.M. and 8:00 P.M. or as otherwise approved by the Parks Manager.

IV. EXTRA WORK

Extra work may include, but not be limited to:

- A. Emergency cleaning
- B. Extra cleaning

V. DAILY SERVICE SCHEDULE FOR PARK RESTROOMS

- A. Once, Daily cleaning tasks shall be performed one time every day of the week (Monday through Sunday) between the hours of 6:00 P.M. and 8:00 P.M. or as otherwise approved by the Parks Manager.
- B. Once, Daily cleaning tasks shall be performed one time every day of the week (Monday through Sunday) at Alta Vista Park, Anderson Park, and Perry Park between the hours of 7:00 P.M. and 9:00 P.M. and locked after 9:00 pm or as otherwise approved by the Parks Manager.

VI. SPECIAL PROCEDURES FOR PARK RESTROOMS

A. LOCKING UP

All gates and doors are to be locked by 8:00 P.M. daily. Alta Vista Park, Anderson Park, and Perry Park gates and doors are to be locked after 9:00 P.M. or as otherwise specified by the Parks Manager. All door locks shall remain in the locked position after closing, and pad locks for gates shall be affixed to the building in the locked position after closing.

B. REPORTING DAMAGES AT PARK RESTROOMS

1. Contractor shall perform daily inspections of all locations. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all fixtures, toilets, urinals, sinks, drinking fountains, dispensers, changing tables, waste receptacles, floor drains, lighting, and other mechanical systems to check for proper condition and reliability.
2. Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the Parks Manager at all reasonable times.
3. All complaints shall be abated as soon as possible after notification, but in all cases within two (2) working days, to the satisfaction of the Parks

Manager. If any complaint is not abated within two (2) working days, the Parks Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks Manager within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Parks Manager, the Parks Manager may correct the specific complaint, and the total cost incurred by the City will be deducted and forfeited from the payments owing to the Contractor from the City.

4. It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The Parks Manager shall be notified immediately of any unsafe condition that requires major correction.

C. INSPECTIONS, MEETINGS, AND REPORTING FOR PARK RESTROOM SERVICES

1. The City reserves the right to perform inspections, including inspections of the contractor's equipment at any time to verify the contractor's performance of contract requirements and identify deficiencies.
2. Contractor or authorized representative shall meet with the Parks Manager or their representative weekly or as requested by the Parks Manager.
3. Contractor's Site Supervisor shall make sufficient daily inspections to ensure the said work is performed pursuant to this Agreement. Contractor's Site Supervisor shall inspect all tools, equipment, and chemicals to ensure they are clean, in good working order, and meet specifications in this Agreement. If they do not meet specifications, Contractor shall replace them with new or workable tools, equipment, and chemicals. Contractor shall maintain written records of tools, equipment, and chemicals, discrepancies, and, upon request, provide written records to the Parks Manager.
4. Contractor shall provide the Parks Manager written documentation and or quality control reports daily or as the Parks Manager deems necessary to verify Contractor's performance and provide necessary information to the Parks Manager relative to the maintenance, operation, and safety of locations. Upon request of the City, Contractor shall provide the names of staff and service locations, site cleaning inspection reports, building maintenance issues reported, safety training schedules and completion logs, and equipment list and locations.

VII. PERFORMANCE MANAGEMENT FOR PARK RESTROOM SERVICES

- A.** Contractor shall have a detailed performance management plan and samples of reports, logs, tools, etc. Contractor shall furnish shift reports, sign-off sheets, documenting specific work performed during the said period and detailing any required reporting and or problems encountered shall be made available to the Parks Manager upon request.
- B.** In addition to the above reports, the performance management procedures shall be capable of generating monthly inspection summary reports. The inspection summary reports shall provide a summary of all inspections for the locations serviced and shall include the total number if inspections performed during any given month, the frequencies, type of deficiencies and associated timeframes of correction, number and types of maintenance observations reported during a said period and all other summary data they may be relevant to the project.
- C.** Contractor's Manager shall meet monthly with the Parks Manager and his or her designees to review performance. Contractor's equipment and chemicals may be reviewed by the Parks Manager upon request to ensure compliance and proper function. Contractor may be required to modify, change and improve equipment and supplies as indicated by these inspections.
- D.** Contractor shall conduct performance evaluations on Contractor's staff and be available for review by the Parks Manager. Additional evaluations may be requested at the discretion of the Parks Manager for the duration of this Agreement.

VIII. VERIFICATION OF DAILY RESTROOM CLEANING FOR PARK RESTROOM SERVICE

- A.** Contractor shall provide a GPS based Janitorial Management System ("System"). The System shall provide geofence based tracking of Contractor's staff at each location service, and service verification.
- B.** The System shall identify Contractor's staff by name.
- C.** Contractor's staff shall verify completion of service in real time.
- D.** Contractor's staff will report maintenance issues in real time.
- E.** Contractor shall ensure that staff have active smartphones with the application installed on each device and be active during service.

IX. MAINTENANCE SCHEDULES FOR PARK RESTROOM SERVICES

Contractor shall submit weekly schedules or route maps by 7:30 a.m. every Monday morning, except when observed holidays take place. When holidays fall on a Monday, schedules shall be submitted by 7:30 am the next working day. The schedules shall outline all work to be performed for that week by each crew at each location. Included on the schedule will be the names of the supervisor and each crew member assigned to the project.

X. CONTRACTOR'S STAFF FOR PARK RESTROOM SERVICES

- A.** Contractor shall provide sufficient staff to perform all work in accordance with the specifications set forth in this Agreement so that it does not disrupt the functions and normal day-to-day operations, classes or events of City facilities. Contractor must have sufficient staffing to oversee all staff, to include training, supervision and the resolution of issues or problems that may arise. All of the Contractor's maintenance staff shall be supervised by a qualified Supervisor employed by the Contractor.
- B.** The Contractor shall consider and plan for appropriate labor resources for illness, vacation and other loss of time events so services continue uninterrupted.
- C.** Contractor shall transfer or discharge any employee whose conduct or activity shall, in the reasonable exercise of discretion by the Parks Manager, be deemed detrimental to the interest of the public patronizing the premises. Contractor shall transfer or discharge any such person within a reasonable time following notice from the Parks Manager.
- D.** The Parks Manager may require the Contractor to establish an identification system for staff assigned to an area of maintenance, which clearly indicates to the public the name of the Contractor responsible for the custodial services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Parks Manager.
- E.** Contractor shall require each of their staff to adhere to basic public works standards of working attire, including uniform shirts and/or safety vests clearly marked with Contractor's company name. Sufficient changes shall be provided to present a neat and clean professional appearance of the Contractor's personnel at all times. Shirts shall be worn and buttoned at all times. Contractor's staff shall be equipped with proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing.
 - 1. Contractor shall make available an updated list of all staff and supervisors, and include work locations.

XI. STAFF AND SUPERVISION FOR PARK RESTROOM SERVICES

- A.** Contractor shall furnish sufficient supervisory and working staff to promptly accomplish, to the satisfaction of the Parks Manager, and on schedule, all work required under this Agreement during the regular and prescribed hours. Contractor and their employees shall conduct themselves in a proper and efficient manner at all times and shall be suitably attired. The Parks Manager may at any time order any of Contractor's staff removed from the project when deemed careless, incompetent, objectionable, unruly, unsafe, or otherwise detrimental to the interest of the City or the public patronizing the premises.
- B.** Contractor shall furnish a competent supervisor on the job at all times, who is capable of discussing matters pertaining to this Agreement with the Parks Manager or their assigned designee(s). They shall have a minimum of three (3) years' experience in custodial supervision.

XII. NON-INTERFERENCE OF RESTROOM USE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

XIII. STORAGE FACILITIES AT PARK RESTROOMS

Storage of supplies and equipment may be permitted upon approval of the Parks Manager.

XIV. ACCESS TO PARK RESTROOMS

Some restrooms are located within a park area. Contractor's staff shall only drive and park on access roads, service roads and in paved parking lots. At no time shall Contractor's staff drive vehicles on turf areas or landscaped areas.

XV. EQUIPMENT FOR PARK RESTROOM SERVICES

- A.** Contractor shall furnish all proper vehicles, equipment, accessories and tools necessary to perform the work properly as defined in this Agreement. Contractor's staff shall insure prior to the beginning of each work shift that each janitorial closet and vehicle is provided with the appropriate equipment, chemicals and supplies.
- B.** Contractor shall clearly label all equipment with their company name. An inventory will be conducted after the start of the Agreement and may be

conducted at the discretion of the Parks Manager through the duration of this Agreement to verify that Contractor has the sufficient tools and equipment to perform all services.

- C.** All Vehicles, equipment accessories and tools required for the performance of work under this Agreement shall be functioning, clean, well maintained and conform to all state and local laws. Equipment shall be designed to perform the kind of work prescribed in the specifications at the time services begin with the City. Examples include but are not limited to, restroom cleaning systems, brooms, brushes, mops, mop buckets, cleaning towels, dust wands, vacuums and scrubbing machines.
- D.** Contractor shall provide, maintain, repair/or replace monthly or as needed, all necessary custodial tools, vehicles and equipment including but are not limited to, brooms, brushes, mops, pails, buckets, sponges, squeegees, rags, dust cloths, dust wands, scrubbers, ladder, step stools, wet floor/ restroom closed signs, etc. Mop heads must be microfiber flat mops and shall be laundered every day and replaced per the manufacturer's recommendations.
- E.** Contractor shall not use alternate equipment or tools without prior permission from the Parks Manager.

XVI. MATERIALS AND CLEANING PRODUCTS FOR PARK RESTROOM SERVICES

- A.** All work involving the use of chemicals shall follow all federal, state and local laws. Contractor must demonstrate safety procedures for use of chemicals.
- B.** Records of all operations, including dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- C.** Safety data Sheets (SDS) and sample labels shall be provided to the Parks Manager for all chemicals and products used within the City, and shall be on site during any application, mixing or transporting of these products or chemicals. All chemical bottles shall have approved labels affixed. Hand written labels will be deemed not acceptable.
- D.** No chemicals or cleaning products shall be stored at any facility without written permission from the Parks Manager. Contractor shall carry cleaning products and chemicals to and from the jobsite daily.

Materials used by Contractor in the performance of this Agreement, including but not limited to cleaning supplies, disinfectant, chemicals and paper products, must be approved in writing by the Parks Manager. All Disinfectants shall kill hepatitis and HIV Viruses.

E. Contractor shall maintain adequate supplies at all times.

XVII. PARK LOCATIONS & FEATURES

This section consists of the general description for each location that shall be serviced.

Locations Park Restrooms	Number of Buildings	Toilets	Urinals	Sinks	Drinking Fountains
Alta Vista Park 801 Camino Real	1	3	1	2	0
Anderson Park 2229 Ernest Avenue	2	7	0	3	1
Aviation Park 1935 Manhattan Beach Blvd.	1	4	1	2	1
Dale Page Park 2507 Robinson Street	1	3	1	2	1
Dominguez Park 200 Flagler Lane	1	4	1	2	1
Franklin Park 850 Inglewood Avenue	1	2	0	1	1
Lilienthal Park 2400 190 th Street	1	2	0	1	1
Perry Park 2301 Grant Avenue	1	4	1	2	1
Veterans Park 309 Esplanade	1	8	3	6	1
Wilderness Park 1102 Camino Real	3	1	3	18	3

XVIII. EXPECTATIONS, STANDARDS, AND DESCRIPTION OF TASKS FOR PARK RESTROOM SERVICES

A. EXPECTATIONS OF SERVICE

The City of Redondo Beach has set minimum standards for the cleanliness of the facilities and parks, this Contract refers to Association of Physical Plant Administrators (APPA) Standards. The City of Redondo Beach requires a Level 3 or higher cleanliness.

B. STANDARDS - APPA's Five Levels of Clean

The following is a summary of key indicators for each of APPA's five levels of cleanliness.

Level 1- Orderly Spotlessness indicators

- Floors and base molding shine and/or are bright clean; colors are fresh.
- There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

Level 2- Ordinary Tidiness indicators

- Same as Level 1 with the following exceptions:
- There can be two-days' worth of dust, dirt, stains, or streaks on the floors and base molding
- Dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces

Level 3- Casual Inattention indicators

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and or floor finish in corners and along walls can be seen.
- There are dull spots and/ or matted carpet in walking lanes. There are streaks or splashed in base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers hold only daily waste and are clean and odor free.

Level 4- Moderate Dinginess indicators

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and/ or floor finish in corners along walls.

- There is a dull path and/ or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, marks, smudges and fingerprints. Lamp fixtures are dirty, and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

Level 5-Unkept Neglect indicators

- Floors and carpets are dull, dirty, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked, Gum. Stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and finger prints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

C. DESCRIPTION OF PARK CLEANING TASKS

Empty Trash & Recycle Bins, Replace Liners, Restock Paper Products	<ul style="list-style-type: none"> • All interior trash receptacles and recycle bins shall be emptied completely in the appropriate receptacles, the trash can is cleaned inside and out as needed, and an appropriately sized liner installed. • Co-mingled recycle bins to maintain separation from trash and be emptied in recycle bins provided. • All paper products shall be restocked as so that they are 50% full at all times.
Sweep Floors	<ul style="list-style-type: none"> • All resilient tile floors (rubber, vinyl, terrazzo) shall be swept with a broom or dry mopped so as to leave the floor in a dirt/dust/debris free state. • Dry mops should be sprayed with a dust mop treatment prior to use.

Damp Mop Hard Floors (tile, concrete, rubber and resilient)	<ul style="list-style-type: none"> • Use microfiber flat mop system. • All hard floor surfaces shall be damp mopped with a germicidal detergent solution to remove any and all spills. • Scuffmarks or stains are not expected to be removed with damp mopping. • Trash receptacles, shall be moved when necessary to mop underneath and shall be moved back to their proper area in a timely manner. • After mopping, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil. • There shall be no splash marks or mop streaks on furniture, walls, baseboards remaining in the area. • There shall be no residual surface water or puddling. • Care must be made to prevent buildup in corners and at floor-wall transitions.
Clean Glass and Mirrors	<ul style="list-style-type: none"> • Interior glass, mirrors, frames and glass surfaces within the space shall be cleaned and left streak-free with no building up, grime, dust, cobwebs, rust, etc.
Surfaces	<ul style="list-style-type: none"> • All counter-tops, doors, partitions, mirrors, dispensers, toilets, urinals, window ledges, door frames etc. are to be free of dust, grime or any other buildup.
Disinfecting Surfaces	<ul style="list-style-type: none"> • All surfaces in restrooms, drinking fountains, and touch points must be cleaned with a disinfecting surface cleaner and applied in accordance with the product instructions.
Trash Cans	<ul style="list-style-type: none"> • All trash containers shall be cleaned inside and out as to remove stains, smudges and dried refuse.
Wipe/Clean Drinking Fountains	<ul style="list-style-type: none"> • All surfaces to be free of dust, debris, grime, scale and rust. Surfaces must be clean and streak free. • Daily cleaning with disinfectant and then rinse with water. • Stainless steel fountains are to be cleaned with a stainless cleaner, inside and out, as well as fixtures. • Porcelain fountains are to be cleaned with a mild abrasive. • Fountains are to be free of water spots, stains, grime, fingerprints, and smudges.
High Dust: Vents, Lights, Etc.	<ul style="list-style-type: none"> • High dusting shall be performed on vents, fixtures, tops of doors, partitions and doorframes.
Restock Paper and Soap	<ul style="list-style-type: none"> • Paper towels, seat covers and tissue dispensers shall be checked and filled whenever the remaining product is thirty (30) percent or less. • In high use restrooms, new rolls of tissue will be installed and the thirty (30) percent or partial roll shall be placed on the dispenser. • Soap dispensers shall be checked, filled and cartridges replaced when less than twenty-five (25) percent of the product remains.
Clean Fixtures	<ul style="list-style-type: none"> • All sinks, faucets, and valves shall be cleaned and free of rust deposits, scale, stains, soap, scum, grime, etc. • Urinals, toilets, toilet bowls and toilet rims/ seats shall be scrubbed

	with a toilet brush, cleaned and sanitized as to remove any deposits, scale, stains or odors.
Machine Scrub Floors	<ul style="list-style-type: none"> • Tile and concrete floors shall be machine scrubbed with appropriate brushes or pads. • The flooring surface shall be free of buildup and grime. • There shall be no residue or standing water.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

Term. This Agreement shall commence on August 5, 2025 and shall continue until August 4, 2028, unless otherwise terminated as herein provided. The term may be extended for an additional two-year period at the City's sole option. If this Agreement is extended, the extension and the terms regarding the scope of services and compensation will need to be negotiated and approved by both parties. An amendment containing the new terms will need to be approved by the City Council at a City Council meeting.

EXHIBIT "C"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** The total cost for services, including a 10% contingency, will not exceed \$248,655 per year. The total cost for services for the three-year term of the agreement will not exceed \$745,965.00.

Fee Schedule

1 Regular Services.....\$15,970.00 per month

Hourly Costs for Additional Services:

- High-pressure washing for sidewalks, parking stalls, concrete floors, walls, etc.

Hourly rate: \$50.00

- Parking lot sweeping service by mobile parking lot sweeper with a 2.25 cubic yard tank.

Hourly rate: \$125.00

- Back-up maintenance services personnel.

Hourly rate: \$28.00

- 24-Hour emergency custodial services to be available 365 days per year with a one-hour response time required in most instances.

Hourly rate: \$75.00

- Carpet cleaning for other City facilities.

Hourly rate: \$150.00

2. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records,

and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

3. **SCHEDULE FOR PAYMENT.** 30 days in arrears.
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: 9825 Magnolia Ave Ste.B
Riverside, CA 92503
(951) 556-0430
Attention: Jesus Velasco

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Rob Osborne

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor 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 Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law 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 Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor 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 (1) 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 Contractor in excess of 8 hours per day, and 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 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby 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."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.