

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH COME LAND MAINTENANCE CO., INC.  
(CITY-WIDE JANITORIAL SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 15th day of July, 2016 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and **Come Land Maintenance Co., Inc., a Corporation** with its principal place of business at **1419 N. San Fernando Blvd. 250, Burbank, CA 91504** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **City-Wide Janitorial Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the **City-Wide Janitorial Services** project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**

### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **City-Wide Janitorial** maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2016** to **December 31, 2016** ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term").

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Jonathan Daly, General Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Sales Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer

of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers,

employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.



3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Hundred Seventy-Five Thousand Dollars (\$175,000)** ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB

854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's **Representative**. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

**Come Land Maintenance Co., Inc.  
1419 N. San Fernando Blvd. 250  
Burbank, CA 91504**

**City:**

City of Corona  
755 Public Safety Way  
Corona, CA 92880  
Attn: **Jonathan Daly, General Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.5.2 Indemnification.**

**3.5.2.1 Scope of Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

**3.5.2.2 Additional Indemnity Obligations.** Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

**3.5.3 Governing Law; Government Code Claim Compliance.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for

compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for

convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**

CITY'S SIGNATURE PAGE FOR  
CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH COME LAND MAINTENANCE CO., INC.  
(CITY-WIDE JANITORIAL SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Darrell Talbert  
City Manager

By: \_\_\_\_\_  
Jonathan Daly  
General Manager

Reviewed By: \_\_\_\_\_  
Tom Moody  
Assistant General Manager

**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH COME LAND MAINTENANCE CO., INC.**  
**(CITY-WIDE JANITORIAL SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**COME LAND MAINTENANCE CO., INC.**  
a Corporation

By: William J. Lee  
Signature

William J. Lee  
Name (Print)

CEO  
Title (CEO, President, V.P.)

By: Grace Lee  
Signature

Grace Lee  
Name (Print)

CFO  
Title (Secretary, CFO, Treasurer)



## EXHIBIT "A"

### SCOPE OF SERVICES

DETAILED SPECIFICATIONS. Task specifications are provided for general cleaning and should be applied to any and all public and office areas. Task specifications for general restroom cleaning should be applied to any and all restrooms. These requirements will be further categorized by daily, weekly, monthly, and quarterly tasks. Special task requirements unique to each facility are also detailed. All items not specifically included but found to be necessary to properly clean the facilities, shall be included as though written into them.

#### Definition Of Terms:

Clean	Remove all dirt and marks with approved cleaner.
Dust	Remove all loose dirt and debris.
Vacuum	Remove all surface and embedded dirt with suction cleaner.
Mop	Remove all surface dirt and stains with a mop and clean warm water containing floor cleaner and germicidal disinfectant.
Disinfectant	A germicidal cleaner for germane odor control.
Wash	Remove all dirt, stains, and marks with approved cleaner; rinse and dry.
Strip	Remove all wax and floor finishes by machine or by approved chemicals.
Refinish	Apply wax or approved finish by machine or by approved chemical process.
Buff	To polish to a smooth glossy finish by machine or approved chemical process.
Sweep	Remove all loose dirt and litter with sweeping tool (dustless type) on smooth concrete, tiled and terrazzo floors; on other hard floors use hard floor-brush.

Definitions: Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Community Services Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director", shall be construed to mean the Director of Parks and Community Services or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

General: Janitorial Services shall provide janitorial services as outlined herein.

Cleaning Tasks: Janitorial Services shall accomplish all cleaning tasks to meet the completeness, quality, and frequency requirements set forth under these definitions. The Tasks and Frequency Chart shall be the basis for scheduling work.

1. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust, streaks, film, odor, or stains.
2. Sweeping: Janitorial Services shall sweep all floors, including corners and abutments, so that after sweeping they are free of all visible litter, dust and foreign debris. Chairs, trash receptacles and easily movable items shall be tilted or moved to sweep underneath and returned to their original location when sweeping has been completed.
3. Cleaning Floors: Janitorial Services shall clean all tile and/or linoleum floors, including corners and abutments so that they are uniform in appearance and are free of streaks, swirl marks, detergent residue, or any evidence of stains, soil film, debris or standing water. Chairs, trash receptacles, and easily movable items shall be moved to clean underneath and returned to their original location when cleaning has been completed. Janitorial Services shall remove all splash marks on furniture, walls, baseboards, etc. Janitorial Services shall clean bathroom tile floors, including corners and abutments so that they are uniform in appearance and free of streaks, swirl marks, detergent residue, or any evidence of stains, soil, film debris or standing water. Janitorial Services shall ensure that the mop used to clean the bathroom floor is not used on any other common floor area. Janitorial Services shall display caution signs when floors are wet and personnel other than Janitorial Services personnel are present in the area. Signs shall remain in place until floors are completely dry.
4. Maintaining Floors: Janitorial Services shall maintain all tile and/or linoleum floors accessible with a floor cleaning machine, unless specified elsewhere as having carpet or special flooring. After tile and/or linoleum floors receive floor maintenance, the entire floor shall have a uniform coating of nonskid finish and have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration. Janitorial Services shall remove floor finish solutions from baseboards, walls, furniture, trash receptacles, etc. Chairs, trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath and returned to their original location when maintenance has been completed. Janitorial Services shall apply these techniques only to the portion of the floor needing work to bring the entire surface up to the above stated standard. Janitorial Services shall not apply finish on surfaces that have not been cleaned.

5. Glass Cleaning: Janitorial Services shall clean interior and exterior glass doors and surrounding glass areas to include sills/ledges, display cases, glass cabinets, mirrors, and adjacent trim so that after cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter. All accessible glass surfaces shall be without streaks, film deposits and stains and have a uniform bright appearance.
6. Shampooing Carpets: Janitorial Services shall shampoo carpets so that after shampooing, the carpet area is uniform in appearance and free of embedded dirt, grime, cleaning solution, film, debris, stains, marks, and discoloration. Carpet shall be cleaned with a commercial floor machine with power scrubbing capability that will clean both sides of the carpet using extraction method and a drying time of four to five hours. All shampooing solutions shall be removed from walls, furniture, trash receptacles, chairs and similar items. Chairs, trash receptacles and easily movable items shall be moved to shampoo carpet area underneath and then returned to their original location.
7. Baseboard Cleaning: After cleaning, the surfaces of all baseboards (wood, resilient, ceramic will have uniformly clean appearance, free from dirt, stains, streaks, wax and cleaning marks.
8. Washing of Walls: Wash all wall surfaces. Use cleaning materials consistent with finish material of wall. All exposed surfaces of walls are to be cleaned and made free of all dirt, dust, grit and left without streaks, film, odor or stains.
9. Supplies: Supplies must be of a quality that will not be abrasive, stain, discolor, corrode or otherwise damage the surfaces being cleaned. The City will provide the following supplies: all liquid hand soap and paper products (i.e. seat covers, toilet paper, hand towels, and feminine products. All other supplies are to be supplied by the contractor.
10. Removal of Trash: Janitorial Services shall empty and return to their location waste baskets, other trash containers within the area. Janitorial Services shall empty and return to their original location bathroom waste baskets, sanitary napkin disposal containers, and other trash containers within the area. Plastic trash liners shall be placed in waste receptacles and replaced when soiled or torn. Interior & exterior of trash receptacles shall be cleaned as required to assure cleanliness. Janitorial Services shall dispose of trash in plastic bags secured with a bag tie. Janitorial Services shall pick up any trash that may fall in or around the building during the removal of collected trash. Janitorial Services shall deposit the trash in the outside trash collection point.
11. Low Dust: Janitorial Services shall perform low dusting so that after dusting, all dust, smudges, cobwebs, litter, lint and dry soil are removed from surfaces of chairs, file cabinets and other types of office furniture, wall hangings, tops of partitions, partitions ledges, window sills, window blinds, light fixtures, ceiling

corners, etc. to a line of 8'-0" above floor level. Janitorial Services shall not dust typewriters, business machines and computer equipment.

12. Drinking Fountains and Sinks: Janitorial Services shall clean and disinfect all porcelain and polished metal surfaces, including the opening and drain, so that after cleaning, drinking fountains and break room sinks shall be free from streaks, spots, stains, smudges, scale and other obvious soil.
13. Vacuum Carpet: Janitorial Services shall vacuum all carpeted floor areas so that after vacuuming, they are free of all litter, dust, soil, etc. Chairs trash receptacles and easily movable items shall be moved to vacuum underneath and returned to their original location when vacuuming has been completed.
14. Restrooms/showers Cleaning: Janitorial Services shall perform restroom cleaning as specified:
  - a. Clean/Disinfect: Janitorial Services shall completely clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, plumbing fixtures and other such surfaces, using germicidal detergent. After cleaning all surfaces shall be free of dirt, grime, film, stains, scum, soap residue, dust and other foreign matter.
  - b. Spot Clean: Janitorial Services shall remove smudges, fingerprints, marks, streaks, dust, deposits from washable surface of partitions, stalls, stall doors, hand rails, wall areas adjacent to lavatories, urinals, toilets, interior and exterior doors, and soap/towel dispensers. Janitorial Services shall spot clean using a germicidal detergent. After spot cleaning, the surface shall have a clean, uniform appearance. Other wall surfaces not mentioned shall be spot cleaned as needed to the same standards.
  - c. Descale: Janitorial Services shall descale interior of toilet bowls, showers, and urinals as needed so that after cleaning, the entire surface is free of streaks, stains, scum, scale, urine deposits and rust stains.
  - d. Clean Mirrors: Janitorial Services shall clean mirrors and adjacent trim so that after cleaning, they are free of dirt, film, smudges, water spots, streaks, etc.
16. Remove Spider Webs: Janitorial Services shall remove all spider webs from walls and windows inside buildings and the outside entrances. Dust sills on all windows including floor length window.
17. Vacuum Upholstery of all Fabric Furniture: Janitorial Services shall vacuum all upholstery of all fabric furniture.
18. Dust Vacuum Heating and Ventilating Grills: Janitorial Services shall dust or vacuum all heating and ventilating grills.

19. Frequency of Service by Department: Cleaning services shall be performed in accordance with the following schedule:

**GENERAL CLEANING – DAILY**

1. Empty all trash containers, waste containers and recycle containers and deposit in designated trash or recycling trash bins/receptacles. Replace plastic liners as needed.  
**Liners to be provided by contractor.**
2. Vacuum all carpeted areas, including underneath workstations and desks.
3. Spot clean, inside and out, all glass doors and interior glass office windows.
4. Spot clean all card readers, thermostats, and wall switches.
5. Broom clean outside entrances and sidewalk limits.
6. Dust all office furniture, partitions, filing cabinets, tables, counter tops, equipment, etc. and remove finger prints as necessary.
7. Clean and sanitize kitchen areas. Clean fixtures, sinks, counter tops and appliances. Wipe off all tables and chairs. Wet mop and sanitize floors. Refill all soap and paper towel dispensers.
8. Sweep and wet mop all tile, concrete, stairwells, and stage area using a degreaser.
9. Clean all conference/meeting/training rooms, to include counter tops and sinks.
10. Clean, polish and sanitize all drinking fountains.
11. Remove gum from all floors and surfaces.
12. Return furniture, trash cans, and office recycle bins to a neat and orderly position.
13. Inventory custodial supplies and maintain janitor closets/areas.
14. Turn off all lights, close and lock all doors, and set alarms.
15. Submit log of all duties performed daily.
16. Sweep all stairways and wipe down hand rails.
17. Clean and sanitize all showers and locker rooms.
18. Wipe down and disinfect exercise room.

**GENERAL CLEANING - WEEKLY**

1. Clean all cleared desk surfaces.
2. Dust all horizontal surfaces including bookcases, chair arms and rungs, window frames and ledges, picture frames, door frames, etc.
3. Dust and clean vertical blinds, mini blinds and window sills.
4. Vacuum all drapes, lampshades, baseboards, wall hangings and crown mouldings.
5. Dust lockers and all accessible areas below six (6) feet.
6. Clean all door and elevator thresholds.
7. Clean and sanitize all telephones, to include public telephones.
8. Remove smudges and fingerprints from light switches, doors, files cabinets, stairwells, elevators, etc.
9. Submit log of duties performed weekly.

**GENERAL CLEANING - MONTHLY**

1. Broom clean cobwebs from outside entrances to buildings, breezeways, vents, and interior rooms.
2. Clean all stainless steel kick plates, door handles, and brass fixtures.

3. Wash all mini blinds and vertical blinds.
4. Wet mop all stairwells.
5. Submit log of duties performed monthly.

#### **GENERAL CLEANING - QUARTERLY**

1. Strip and wax all tile floors. All concrete and tile floors with UV application must only be cleaned with a rinse free cleaner with no wax content.
2. Wipe down plastic and leather furniture.
3. Submit log of duties performed quarterly.

#### **SPECIAL DUTIES AS REQUESTED**

1. Carpet cleaning per square foot.

#### **GENERAL RESTROOM CLEANING - DAILY**

1. Empty all trash and waste containers and place in designated receptacles. Replace plastic liners as needed. **Contractor to supply all plastic liners.**
2. Empty sanitary napkin receptacles and replace inserts.
3. Sweep and mop all floor areas using germicidal solution.
4. Clean and sanitize all toilets, sinks, and urinals.
5. Disinfect all chrome fixtures.
6. Remove splash marks from around and underneath urinals.
7. Clean and polish fixtures, dispensers and mirrors.
8. Restock restroom supplies- hand towels, toilet seat covers, roll towels, soap dispensers, etc.
9. Spot clean walls and ceramic tile walls

#### **Park Facilities**

**Auburndale Community Center and Victoria Community Center are facilities with kitchens.**

#### **DAILY JANITORIAL SERVICES**

##### **General Buildings / Facilities:**

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases and other office equipment.
- Empty and reline all wastebaskets and trashcans. Place trash in trash dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.
- Clean, polish and sanitize drinking fountains.
- Clean hard surface areas, partitions, doors and walls, etc.
- Remove cobwebs.
- Restock paper towel and hand soap dispensers.
- Clean all table tops and chairs.
- Wipe down padded surfaces.
- Clean and polish stainless steel surfaces and fixtures.
- Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.

- Spot clean around wall switches.
- Remove gum as necessary.
- Sweep stairways, entryways, and front sidewalk gutters.
- Maintain order in janitor's closet/areas.
- Clean windows in office and lobby area, both interior and exterior.

#### Kitchens:

- Thoroughly germa-clean kitchen with approved disinfectant.
- Clean exterior surfaces of all appliances (i.e. microwaves, ovens, stoves, refrigerators, etc.).
- Clean sinks, counters, cabinets and fixtures.
- Spot clean doors and walls.
- Notify City of any leaks or plugged drains.

#### Restrooms:

- Wet mop floors with germicidal detergent solution.
- Clean basins, countertops, fixtures, sinks, toilet bowls and urinals with germicidal detergent solution.
- Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, and deodorizers. Toilet tissue to be replaced when more than 1/3 of the roll is gone.
- Wash and polish mirrors, including piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls, glass and partitions.
- Notify City of any leaks or plugged drains.
- Remove all spit and paper wads from ceilings, walls, partitions, etc.
- Empty sanitary napkin containers and replace inserts.

#### Floors:

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats.
- Wet mop hard surfaces and composite floors with an approved cleaner.
- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.
- Spot clean carpet stains with rug spotter.
- Spot clean all composition floors and carpets.
- Use specially developed mops to dust mop wood floors.
- Remove any spillage on floors.
- Remove heel marks.
- Broom clean stairs, hallways and edges and corners of carpeted areas.

#### WEEKLY JANITORIAL SERVICES:

- Polish counter surfaces to maintain clean surface area.
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Mop and damp clean stairs and hallways.
- Damp clean windowsills and ledges.
- Perform low dusting.

- Wash down ceramic tile walls and toilet compartment partitions.
- Clean door thresholds/plates and door frames.
- Pour clean water in all floor drains to flush traps.
- Supply and maintain wall mounted air fresheners.

#### **MONTHLY JANITORIAL SERVICES:**

- Wax, refinish, and buff all floors. Move and replace furniture as necessary.
- Perform high dusting, i.e. door sashes and tops of partitions. Dust picture frames and clean glass.
- Brush down wall and ceiling vents.
- Clean and polish wooden furniture.
- Wipe down plastic and leather furniture.
- Thoroughly vacuum upholstered furniture
- Dust Venetian blinds.
- Add drain cleaner to all drains.
- Clean and disinfect all trash receptacles inside and out.
- Remove any mineral deposits on sinks, metal fixtures, toilets, wash basins and urinals.
- Clean baseboards and molding strips.

#### **QUARTERLY JANITORIAL SCHEDULE:**

- Clean all windows, both interior and exterior, in all rooms of the facilities.
- Clean inside of stoves, microwaves, refrigerators, cupboards, and ovens.
- Dust inside all light fixtures.
- Clean, vacuum, and shampoo all carpets in all facilities.
- Strip, refinish, and buff all floors. Move and replace furniture as necessary.

#### **BUILDING SECURITY:**

- Turn off alarm.
- All exterior doors are to remain locked while cleaning crew is in the building, NO EXCEPTIONS.
- Secure all exterior and interior doors and windows.
- Turn off all lights except as designated.
- Reset alarms when leaving the buildings.

#### **BRENTWOOD CENTER (facility without a kitchen)**

#### **DAILY JANITORIAL SERVICES**

##### **General Buildings / Facilities:**

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases and other office equipment.
- Empty and reline all wastebaskets and trashcans. Place trash in trash dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.
- Clean, polish and sanitize drinking fountains.
- Clean hard surface areas, partitions, doors and walls, etc.



- Remove cobwebs.
- Restock paper towel and hand soap dispensers.
- Clean all table tops and chairs.
- Wipe down padded surfaces.
- Clean and polish stainless steel surfaces and fixtures.
- Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.
- Spot clean around wall switches.
- Remove gum as necessary.
- Sweep stairways, entryways, and front sidewalk gutters.
- Maintain order in janitor's closet/areas.
- Clean windows in office and lobby area, both interior and exterior.

#### Restrooms:

- Wet mop floors with germicidal detergent solution.
- Clean basins, countertops, fixtures, sinks, toilet bowls and urinals with germicidal detergent solution.
- Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, and deodorizers. Toilet tissue to be replaced when more than 1/3 of the roll is gone.
- Wash and polish mirrors, including piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls, glass and partitions.
- Notify City of any leaks or plugged drains.
- Remove all spit and paper wads from ceilings, walls, partitions, etc.
- Empty sanitary napkin containers and replace inserts.

#### Floors:

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats.
- dusting, i.e. door sashes and tops of partitions. Dust picture frames and clean glass.
- Brush down Wet mop hard surfaces and composite floors with an approved cleaner.
- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.
- Spot clean carpet stains with rug spotter.
- Spot clean all composition floors and carpets.
- Use specially developed mops to dust mop wood floors.
- Remove any spillage on floors.
- Remove heel marks.
- Broom clean stairs, hallways and edges and corners of carpeted areas.

#### WEEKLY JANITORIAL SERVICES:

- Polish counter surfaces to maintain clean surface area.
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Mop and damp clean stairs and hallways.
- Damp clean windowsills and ledges.

- Wash down ceramic tile walls and toilet compartment partitions.
- Perform low dusting.
- Clean door thresholds/plates and door frames.
- Pour clean water in all floor drains to flush traps.
- Supply and maintain wall mounted air fresheners.

#### **MONTHLY JANITORIAL SERVICES:**

- Wax, refinish, and buff all floors. Move and replace furniture as necessary.
- Perform high wall and ceiling vents.
- Clean and polish wooden furniture.
- Wipe down plastic and leather furniture.
- Thoroughly vacuum upholstered furniture.
- Dust Venetian blinds.
- Add drain cleaner to all drains.
- Clean and disinfect all trash receptacles inside and out.
- Remove any mineral deposits on sinks, metal fixtures, toilets, wash basins and urinals.
- Clean baseboards and molding strips.

#### **QUARTERLY JANITORIAL SCHEDULE:**

- Clean all windows, both interior and exterior, in all rooms of the facilities.
- Clean inside of stoves, microwaves, refrigerators, cupboards, and ovens.
- Dust inside all light fixtures.
- Clean, vacuum, and shampoo all carpets in all facilities.
- Strip, refinish, and buff all floors. Move and replace furniture as necessary.

#### **BUILDING SECURITY:**

- Turn off alarm.
- All exterior doors are to remain locked while cleaning crew is in the building. NO

#### **EXCEPTIONS.**

- Secure all exterior and interior doors and windows.
- Turn off all lights except as designated.
- Reset alarms when leaving the buildings.

#### **COMMUNITY CENTER:**

	Location	Cleaning Scope	Duration
1	Lobby	sweep and mop all concrete flooring through the first floor	daily
2	Lobby	clean entry door windows, window in lobby, all glass window at gym behind front counter, game room windows	2x a week
3	Second Floor	clean all windows at fitness room and hallway	2x a week
4	Restrooms (3 restroom locations)	Provide paper towels, toilet paper, soap, seat covers. Clean restrooms and mop floor	daily

5	Empty trash cans	empty trash cans throughout the building	daily
6	Banquet Room	vacuum	Wed, Friday, Sat, Sun
7	Banquet Room	clean windows	1x a week
8	Banquet Room	dust light fixtures	1x a month
9	Kitchen	wipe countertops, clean sinks, wipe all stainless steel appliances, sweep and mop floor	Wed, Friday, Sat, Sun
10	Bar	wipe countertops, dust wood cabinets, wipe light fixtures	1x a week
11	Doors with glass	clean glass in door	2x a week
12	Game Room	wipe cabinet and counter top	1x a week
13	First Floor	wipe down baseboard in first floor	1x a month
14	Gym	clean 2 large windows above bleachers in gym	1x a week
15	Stairs	clean stairs and handrails at both stair location	1x a week
16	Front Entry Stairs	apply flooring sealer coating on stairs	every 3 mo.
17	2nd floor	vacuum all flooring with carpet	daily
18	Fitness Room (North and South)	clean mirrors	1x a week
19	Fitness Room (North and South)	sweep and moping-City to provide cleaning solutions for this floor	daily
20	Activity Room A	sweep and mop	daily
21	Activity Room B	vacuum	daily
22	Activity Rom C	vacuum	daily
23	Visual Arts Studio	sweep and mop daily	daily
24	Visual Arts Studio	wipe counter top and sink, dust cabinet and clean windows and sill	2x a week
25	2nd floor light fixtures (9)	wipe down all linear light fixtures	1x a month
26	Drinking fountains	clean (3) sets of drinking fountains in center	daily

#### **Post event clean-up**

Contractor will be called out on an “as-needed” basis for clean-up after various events, beyond routine maintenance, including after hours, weekends and holidays.

#### **DWP Facilities**

<b>Building / Location</b>	<b>Approx. Size in Sq. Ft.</b>	<b>Service Hours/Days</b>
<b>Corporation Yard</b>		
Address locations		
755 DWP Building	32,000	Sunday-Wednesday
760 I.T. Radio Communications	280*	
<b>Water Reclamation Facility No. 1</b>		
2205 Railroad St.		2:00 a.m. - 4 a.m.
Operator Control Lab only	625	Sunday-Saturday (7x/wk)

<b>Water Reclamation Facility No. 2</b> 650 Harrison St.	669	2:00 a.m. - 4 a.m. Tuesday & Thursday (2x/wk)
<b>Water Reclamation Facility No. 3</b> 20730 Temescal Canyon Rd.	1275	8:00 a.m. - 10: a.m. Monday-Friday (5x/wk)
<b>Desalter</b> 450 N. Cota Fire Training	2760	10:00 p.m. - 12:00 a.m. Sunday-Thursday (5x/wk)
Operator Control Lab	462	Mon., Wed., Fri. (3x/wk)
<b>Lester WTP</b> 2970 Rimpau Ave.	1975	2:00 a.m. - 8:00 a.m. Monday-Friday (5x/wk)
<b>Sierra Del Oro WTP</b> 2940 Wilderness Circle	1613	2:00 a.m. - 6:00 a.m. Tuesday & Thursday (2x/wk)

#### **755 Corporation Yard Way**

1. Perform all general daily, weekly, monthly and quarterly cleaning services as specified.
2. Perform all general restroom cleaning services as specified.

#### **Wastewater Treatment Plants**

##### **Plant No. 1**

1. Perform all general daily, weekly, monthly and quarterly cleaning services as specified.
2. Daily cleaning includes laboratory and supply closets.

##### **Plant No. 2**

1. Perform all general daily, weekly, monthly and quarterly cleaning services as specified.
2. Daily cleaning includes laboratory, control room and locker room. Do not clean electrical room.

##### **Plant No. 3**

1. Perform all general daily, weekly, monthly and quarterly cleaning services as specified.
2. Daily cleaning includes laboratory and control room.

##### **Desalter**

Perform all general daily, weekly, monthly and quarterly cleaning services as specified.

##### **Lester WTP**

Perform all general daily, weekly, monthly and quarterly cleaning services as specified.

**Sierra Del Oro WTP**

Perform all general daily, weekly, monthly and quarterly cleaning services as specified.

**Additional Facilities**

<b>Corona City Hall</b>	135,000 sq. ft.	
400 S. Vicentia Ave		Sunday– Wednesday (4x/wk)

<b>Recreation Building</b>	4454 sq. ft	9:30 p.m. – 6:00 a.m.
Historic Civic Center (HCC) Common Areas		Sunday – Thursday (5x/wk)

*\*NOTE: Due to security issues, the following buildings located at the Corporation Yard, require services be performed during working hours, 8:00 a.m. through 5:00 p.m.:*

710	Police Shooting Range	8:00 a.m. – 9:00 a.m.
720	Police Training	9:00 a.m. – 10:00 a.m.
760	Fleet Maintenance	8:00 a.m. – 9:00 a.m.
770	Warehouse	7:00 a.m. – 8:00 a.m.

<b>Animal Control</b>		
1330 Magnolia Ave.	2,400 sq. ft.	4:00 a.m. – 6:00 a.m.
		Monday – Friday (5x/wk)

<b>Library</b>		
650 So. Main St.	62,000 sq. ft.	10:00 p.m. – 2:00 a.m.
		Sunday – Wednesday & Friday (5x/wk)

**Intermittent Schedule**

The facilities listed in this section are to be considered separate and apart from the overall bid locations shown above. These facilities should be evaluated separately and bid for as such. Their use will be on an interval basis rather than a set schedule.

<b>HCC Theater</b>	6,400 sq. ft.	As needed
815 W. Sixth St.		

<b>HCC Community Room</b>	2,716 sq. ft.	As needed
815 W. Sixth St.		

**Library**

**DAILY**

1. Perform general daily, weekly, monthly and quarterly cleaning services as specified.
2. Perform restroom cleaning services as specified.
3. Sweep all tile floors with chemically treated dust control mop.

4. Dust key areas and highly visible areas – desk, partitions, filing cabinets, tables, carrels.
5. Damp mop and sanitize all hard surface floors to include: entrance area, community room kitchen, staff kitchen, all restrooms and staff areas which are not carpeted.

#### **WEEKLY**

1. Dust tops of book stacks on main floor and other high reach areas with ladders and long handled mops.
2. In restrooms, pour clean water into all floor drains to prevent gases from escaping.
3. Damp mop all hard surface floors.

#### **MONTHLY**

1. Brush/vacuum cloth partition walls in all Community meeting rooms.

#### **BI-MONTHLY SERVICES**

1. Vacuum all wall and ceiling vents.
2. Brush down all walls, columns and beams.
3. Dust all book stack canopies and lighting canopies.

#### **BI-ANNUAL SERVICES (EVERY 6 MONTHS)**

1. Strip and wax all hard surface floors to include: tile areas, community room kitchen and staff areas which are not carpeted.

#### **SPECIAL SERVICES**

1. Contractor will assume responsibility to turn out all lights, secure all doors, and reset all alarms, as specified by the Administrative Support Supervisor.
2. Contractor is responsible for supplying all cleaning materials, chemicals, machinery, etc. to perform all duties as specified.

#### **POLICE FACILITIES**

1. Perform all general daily, weekly, monthly and quarterly cleaning services as specified.
2. Perform all general restroom cleaning services as specified.

#### **GENERAL REQUIREMENTS**

**Equipment and Supplies:** The Contractor shall furnish and keep in good working order, all necessary cleaning supplies, tools and equipment. This includes, but is not limited to cleaners, waxes, mops, brooms, buffers, ladders, hoses and vacuums, etc. The City must approve all supplies and equipment used by Contractor. Non-complying equipment and supplies shall be changed out at the request of the City. **Contractor will provide all plastic liners for all waste/trash containers.** The City will provide all liquid hand soap and paper products (i.e. seat covers, toilet paper, hand towels, and feminine products).

Contractor is responsible for supplying MSDS sheets to the Facilities Supervisor for any and all cleaning liquids, chemicals, solvents, additives, floor waxes, etc., which Contractor is using. These will be kept on file for immediate access in the Public Works Facilities office and updated as needed.

Janitorial closet areas shall be kept clean and free of debris and odor at all times. All supplies shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees.

Supervision: Contractor will assign a supervisor and lead custodial person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead person is required to speak, read and understand English. Site supervisor shall carry a cell phone and/or pager by which the City staff will be able to communicate with him/her. They are required to meet with the Facilities Building Supervisor the first week of each month to review performance and discuss outstanding issues. Additional meetings may be required as requested by other departments and their City representatives.

Staffing: The Contractor shall submit a breakdown of BONDED staffing proposed to adequately perform the tasks as outlined in these specifications. As part of the breakdown, the Contractor shall list the percentage of staff who are employed by the Contractor, and the percentage of staff that will assigned to this contract.

Employee Conduct: Employees of the Contractor while performing work under this contract, WILL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Turn on or use any equipment (i.e. computers, typewriters, fax machines, copy machines, radios, televisions, etc.) except any Contractor or City supplied equipment.
8. Use any City telephone except those designated by the City for purposes of business under this contract.
9. Open any desk, file cabinet or storage cabinet.
10. Remove any articles from desks.
11. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

Employee Removal: The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the City. Contractor shall in no way interpret such removal to required dismissal or other disciplinary action of the employee.

Employee Appearance and Identification: Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared

shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Security: The City will provide access to all facilities and properties after which the Contractor is required to have all keys and alarm codes available at all times when providing services to the City. The Contractor is responsible for the replacement of all lost keys, fobs or card access keys at a cost of \$50.00/each. Contractor will be financially responsible for any and all costs resulting from the need to re-key or re-code alarms in a facility.

The Contractor shall ensure all facilities are secure. Contractor is responsible for resetting alarms, turning off lights and locking doors upon completion of all duties. Failure to secure a facility correctly may result in termination of the contract. The Contractor will be financially responsible for any call outs by stand-by personnel due to doors left open, alarms turned off, and alarms activated after hours.

Quality Control and Building Control Logs: Contractor shall provide and maintain a Quality Control program for all work outlined in these specifications. This Quality Control program will incorporate the use of a building control log. The custodial supervisor or lead custodian will be responsible for maintaining the building control log, and this will be a central point for communications. The Contractor's employees will be responsible for signing in daily on the log and sharing work related comments for action and/or analysis by the City. A report is to be given to the Facilities Supervisor daily if and when, unusual circumstances arise, such as suspicious persons or activities being observed, inoperable lighting, safety issues, etc. The Contractor's completed logs and data pertinent to the Quality Control program shall be made available to the Facilities

Supervisor monthly for review. Failure to do so may result in immediate termination of the contract.

Property Damages: The Contractor shall be held responsible for damages that occur during the hours pertaining to performance of this contract to the interior of the facilities or contents thereof. The Contractor, at his/her expense, shall pay to repair the damage and/or replace the item(s) damaged.

Missed Cleanings: Should the Contractor fail to clean a facility in accordance with scheduled times and requirements, the City will automatically remove payment for that cleaning from the invoice. Continued failure to clean in accordance with the schedule may result in termination of the contract.

Special Events: The Contractor can expect to support special events during and outside of normal duty hours. Special events may include, but are not limited to, City council meetings, City commission meetings, special meetings and/or functions. The Contractor shall adjust the service schedule so that these services will be performed after the event. Contractor shall propose an hourly rate per person for this service and provide adequate procedures for receiving and responding to special event service requests.



Labor Strike: It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

Additions/Deletions: The City may, without invalidating the contract, modify the contract by adding, deleting or changing areas to the contract; by adding deleting or changing usage or space, by adding, deleting or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

Holidays: Contractor **shall not** provide services on City observed holidays. City holidays include: January 1<sup>st</sup> (New Year's Day), third Monday in January (Martin Luther King Day), third Monday in February (President's Day), last Monday in May (Memorial Day), July 4<sup>th</sup> (Independence Day), first Monday in September (Labor Day), November 11<sup>th</sup> (Veteran's Day), third Thursday in November (Thanksgiving Day), December 24<sup>th</sup> (Christmas Eve Day), December 25<sup>th</sup> (Christmas Day), and December 31<sup>st</sup> (New Year's Eve Day).

Qualifications/Security: The Contractor, subcontractors, and all employees shall be capable and experienced in the contract work to be performed. The contractor or any principle, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude within the previous 10 years is prohibited from working on the premises. The Contractor or any principle, officer or employee of the Contractor who has been charged with a felony or any crime involving moral turpitude is prohibited from working on City premises until such time as the charges are dismissed. The City may limit or reject certain individuals if their presence is determined by the Facilities Maintenance Supervisor to be detrimental to the normal conduct of its business.

Prior to commencing any Work under this contract, the City of Corona requires that the Contractor and any principles, officers or employees who will work on City premises undergo a security check. The Contractor shall ensure this requirement is met and pay for all costs associated with obtaining the check. The City may require that forty-eight hours prior to any employee performing work on-site, a fingerprint background check be provided to the Facilities Maintenance Supervisor. This requirement must be met for all new employees added during the term of the contract. The City may require identification cards. All costs involved with obtaining security clearances will be borne by the Contractor. The Contractor shall submit the names, social security numbers, and resumes of the people who will be working in the building(s) prior to contract award. If there is a change in personnel the above items will be supplied to the City at least 48 hours prior to the person performing work on-site.

Janitorial Bond: Contractor shall provide the City with a Janitorial (Fidelity) Bond or its approved equivalent in a minimum amount of one hundred thousand dollars (\$100,000) covering the fidelity (dishonesty, disappearance, or destruction) of or by the Contractor's employees within ten calendar days after Notice of Award. Said bond shall be duly executed by Contractor

and a responsible Surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with County of Riverside. The Contractor shall pay all bond premiums, costs, and incidentals. The City shall return the bond to the Contractor upon the expiration of this Contract and the fulfillment of the Contractor's obligations under this Contract.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work to fully and adequately supply the **City-Wide Janitorial Services** pursuant to the requirements detailed in Exhibit "A", Scope of Services.

**EXHIBIT "C"**  
**COMPENSATION**

The total Compensation shall not exceed \$175,000 without authorized written approval of the City's Representative. Contractor will be required to provide a Janitorial Fidelity Bond throughout the entire contract service period. Performance and Payment Bonds will not be required.

**Park Facilities**

<u>Building/Location</u> <u>Square Feet</u>	Monthly Cost
Auburndale Community Center 1045 Auburndale 2,340 Square Feet	\$605.61
Brentwood Center 1646 Dawnridge 1,000 Square Feet	\$504.50
Victoria Center 930 E. Ninth St. 3,600 Square Feet	\$1,110.61
Victoria Community Center : Wash down the outside entrance hallway; exterior walls & flooring.	\$353.85
Corona Community Center 365 N. Main St. Corona, CA 92880	\$3,450.00

**DWP Facilities**

Location	Monthly Cost
755 Corporation Yard	\$2,746.74
Wastewater Treatment Plant No. 1	\$305.31
Wastewater Treatment Plant No. 2	\$110.11
Wastewater Treatment Plant No. 3	\$220.22
DWP Lester Plant	\$290.29
DWP Sierra Del Oro	\$210.21
Desalter	\$245.59
DWP-Desalter	\$46.73

### Additional Facilities

Locations	Monthly Cost
City Hall 400 S. Vicentia Ave.	\$9,803.00
Historic Civic Center Theatre & Common Areas (6,400 sq. ft.) 815 W. Sixth St.	\$1,707.00
Historic Civic Center Community Room 815 W. Sixth St.	\$695.00
Vicentia Activity Center 500 S. Vicentia	\$536.00
Corporation Yard General Services Building 735 Public Safety Way	\$2,918.00
Corporation Yard Fire Maintenance 760 Public Safety Way	\$63.00
Corporation Yard I.T. Radio Communications 760 Public Safety Way	\$19.00
Fleet Services 760 Public Safety Way	\$142.00
Library 650 S. Main St.	\$3,543.00
Historic Civic Center Gym 502 S. Vicentia Ave.	\$1,455.00
Historic Civic Center Gym - Additional 3 days partial cleaning	\$297.00
Police Training / Dispatch 720 Public Safety Way	\$570.00
Temescal Public Safety Facility 3777 Bedford Canyon	\$443.00
Police Shooting Range 710 Public Safety Way	\$227.00
Animal Control 1330 Magnolia Ave. (Service beginning 8/24/15 - 10 months)	\$460.00
CPS 735 Public Safety Way	\$253.00
Police Department - Main Lobby, Jail & Cell Areas 730 Public Safety Way	\$1,645.00