
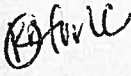


REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 

SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES WITH THE WINDOW CLEANING COMPANY FOR JANITORIAL SERVICES FOR THE AGOURA HILLS CIVIC CENTER AND RECREATION CENTER

The Window Cleaning Company (TWCC), under the direction of Armando Gomez, has been providing janitorial services for the City of Agoura Hills facilities (Civic Center, Recreation Center, Historic Reyes Adobe Museum) for over twelve years.

A review of existing the contract indicates that the agreement between the City and TWCC has expired. Discussions between Armando Gomez and City staff have recently concluded, and TWCC still desires to perform Janitorial services for the City of Agoura Hills. The City also wishes to continue this long-standing relationship. The City has been extremely pleased with Mr. Gomez and his staff, and TWCC ensures City facilities are kept to the standards expected, and many times goes the extra level to ensure the facilities are well prepared, particularly during various special events that occur. Staff is recommending a twenty-two (22) month agreement with TWCC. The agreement would commence on September 1, 2014, and conclude June 30, 2016.

The agreement will cover services for City Hall, the current Recreation Center on Thousand Oaks Boulevard, and the Historic Reyes Adobe Museum. Services for the Recreation Center will conclude on December 31, 2014, and City staff will then meet with TWCC to discuss a six-month temporary monthly rate for the new Recreation Center, once the facility is open. With the nuances of areas to be serviced in a new facility, staff and TWCC believe it is best to see what work will be needed before finalizing a set rate.

TWCC is requesting a ten percent increase on the monthly rate for the Civic Center, while the rates for the current Recreation Center and Reyes Adobe museum will remain the same. Currently, the City pays \$2,500 per month for janitorial services. The current monthly rate for the Civic Center will change from \$1,400 per month to \$1,540 per month under the proposed increase, bringing the total monthly cost to \$2,640 per month. TWCC has not received an increase since 2005, and the request equates to about one percent (1%) per year.

RECOMMENDATION

Staff respectfully recommends:

- 1) Approve the Agreement for Contractor Services with The Window Cleaning Company for Janitorial Services for the Agoura Hills Civic Center and Recreation Center
- 2) Authorize the City Manager to execute all necessary documents associated with the renegotiated six-month period rate for the new Recreation Center.

Attachments: Agreement for Contractor Services – The Window Cleaning Company

AGREEMENT ROUTING SLIP FOR

The Window Cleaning Company

Contractor Name (\$25K and Over with Prevailing Wage)

Attached, please find (check one of the following boxes):

- | | |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Contractor. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Contractor and the staff person (in Item No. 1 below)

1. Louis Celaya 7/21/14
Prepared by (Staff Name/Date)
2. _____
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk)
3. [Signature] 7/22/14
Risk Manager – Date
(Insurance Review/Approval)
4. _____
City Clerk – Date
(Format Review/Final Distribution)

- FOR CITY CLERK USE ONLY -

Year: 2014 Month/Day: _____
Agreement/Insurance Received: _____
To City Attorney for Signatures: _____
To City Manager/Mayor for Signatures: _____
City Attorney Email/Scope Attached: _____
Distributed to Contractor/Staff: _____
Laserfiche/Log/Index/File: By: _____
Insurance Logged: By: _____

Notes:

- Worker's comp compliance
= AUTO INSURANCE ACCEPTED
As is. hct

**AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: The Window Cleaning Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Armando Gomez

CONTRACTOR'S ADDRESS: P.O. Box 3431
Thousand Oaks, CA, 91359

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Louis Celaya

COMMENCEMENT DATE: September 1, 2014

TERMINATION DATE: June 30, 2016

CONSIDERATION: Contract Price
Not to Exceed: \$2,640/mo (June
– Dec); \$1,890/mo (Jan. – July)
\$27,180/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND THE WINDOW
CLEANING COMPANY**

THIS AGREEMENT is made and effective as of September 1, 2014 , between the City of Agoura Hills, a municipal corporation ("City") and The Window Cleaning Company ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits A-E.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>.

Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Twenty Seven Thousand One Hundred Eighty Dollars and Zero Cents (\$27,180.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement,

such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer

files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees 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 not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

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, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Worker's Compensation insurance is required only if Contractor employs any employees. Contractor warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

3) 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 officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause..** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may

later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: The Window Cleaning Company
P.O. Box 3431 Thousand Oaks Blvd
Thousand Oaks, CA 91359
Attention: Armando Gomez

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to

notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

The Window Cleaning Company
P.O. Box 3431 Thousand Oaks Blvd
Thousand Oaks, CA 91359
Armando Gomez
(818) 298-0540

By: Armando Gomez
Name: _____
Title: Armando Gomez OWNER

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

The Window Cleaning Company will provide the following services to the CITY.

Project Definition

To provide janitorial service to the Civic Center, Recreation Center – 30610 Thousand Oaks Blvd, and Historic Reyes Adobe.

Scope of Services

Provide janitorial services for the Civic Center, Recreation Center, and Historic Reyes Adobe. Clean floors, countertops, restrooms, kitchens, appliances, walls, exhaust grates, and all items included in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

CONTRACTOR to provide all equipment necessary to complete the Scope of Services including cleaners, brushes, mops, buckets, paper goods, etc.

CONTRACTOR to work with CITY to develop cleaning services log

Time of Performance

The services of the CONTRACTOR shall commence on June 1, 2014. The CONTRACTOR will perform the aforementioned "scope of services" on a daily basis through June 30, 2016.

Service for the Recreation Center, 30610 Thousand Oaks Blvd, will terminate on December 31, 2014. CONTRACTOR and CITY agree to discuss temporary new rate for new Recreation Center. Time duration for service to be determined at that time.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Terms of Payment

The CITY agrees to the janitorial service charge of \$2640.00 per month according to the following breakdown:

Civic Center – \$1540

Recreation Center (30610 Thousand Oaks Blvd) - \$750.00

Historic Reyes Adobe - \$ 350.00

CITY is in agreement that the service will be provided on a daily basis according to Exhibits C, Exhibit D, and Exhibit E.

A copy of the original invoice for paper goods must accompany the monthly invoice to indicate quantities, date, time and place of purchase.

The CITY will not pay any additional labor and/or emergency services due to negligence of the CONTRACTOR. No work shall be performed outside the parameters of this contract without the CITY's consent.

EXHIBIT C

FACILITIES: CITY HALL, COUNCIL CHAMBERS AND FOYER, COMMUNITY ROOM, AND STAIR WELL/ELEVATOR LOBBY

PERSONEL AND SECURITY

A cleaning team will be permanently assigned to the facility for continuity and accountability. All employees must have knowledge regarding City security policies and exiting responsibilities. Janitorial employees are at no time to allow access to any person other than authorized City personal. Janitorial employees are not to use City equipment such as telephones, fax machines, computers, televisions, etc for personal use. Janitorial will be given a security code and keys that are assigned to the janitorial crew. This code is strictly confidential. A breach in security caused by any member of the janitorial team will result in appropriate actions and immediate termination of the contract.

SCOPE OF SERVICES:

CITY HALL SERVICES

DAILY:

1. Empty all trash and replace liners if necessary and return to original position
2. Sweep front entrance and pick up all debris inside and within 10 feet of the doors outside
3. Sweep all hard surfaces with a dust control mop
4. Vacuum all carpeted floors and carpeted mats and spot clean them as necessary. Pick up mats and clean underneath.
5. Spot clean all partition glass, display glass, and entrance glass
6. Hot damp mop all hard floor surfaces. Remove scuff marks, spills and smudges where necessary
7. Wipe down main counter and information desktops
8. Spot clean dirt, fingerprints, smudges, and spills from tabletops and desks.
9. Water fountains to be cleaned, sanitized, and polished.
10. Spot clean all carpets and community room chairs. Community room chairs will be placed out and marked by City staff for cleaning.
11. Remove collected trash to pick up area
12. Clean front windows of City Hall door entrance

WEEKLY:

1. Clean all chairs, counter tops, shelving, filing cabinets, picture frames, time clocks, partition tops, ledges, ceiling vents
2. Vacuum or sweep all corners
3. Clean entrance door jams and thresholds

BI-WEEKLY:

1. Vacuum behind desks, between filing cabinets
2. Remove cob webs
3. Wash wastebaskets inside and out, dry, then return to original position

MONTHLY:

1. Clean ceiling light fixtures throughout building
2. Dust all ceiling vent grills
3. Clean front windows of Council Chamber Foyer inside and outside

LUNCHROOMS/CONFERENCE ROOMS/LOUNGE**DAILY:**

1. Empty all trash receptacles
2. Clean counter tops, tables, and chairs
3. Clean inside microwave oven
4. Clean refrigerator (outside)
5. Clean coffee makers
6. Wash out sinks
7. Polish stainless steel and chrome fixtures
8. Spot clean glass of vending machine
9. Sweep and mop with cleaner/disinfectant all hard surfaces
10. Arrange news papers/magazines neatly
11. Collect all dirty dishes and put them in the dishwasher and run dish washer
12. Remove collected trash to pick up area

WEEKLY:

1. Clean and polish plumbing under sinks
2. Clean all baseboards
3. Clean vents
4. Dust high wood trim
5. Remove any cob webs
6. Clean and disinfect inside of waste receptacles
7. Wash the push and kick plates of doors
8. Wipe handles

BI-ANNUALLY

1. Clean and disinfect inside of refrigerator & freezer (July 31st & Dec 31st)

RESTROOMS**DAILY:**

1. Clean and disinfect all sinks, toilets, dispensers, etc.
2. Polish all stainless steel and chrome fixtures and accessories
3. Clean mirrors
4. Restock all consumables (paper towel, toilet tissue, seat covers, soap, etc)
Clean partitions
5. Clean walls near urinal
6. Sweep and mop the floors with a disinfectant deodorizer cleaner
7. Empty trash and replace liners
8. Clean base of toilets
9. Remove collected trash to pick up area

WEEKLY:

1. Wash plumbing under sinks
2. Clean vents
3. Wash the push and kick plates on doors
4. Clean light fixtures
5. Clean and disinfect all floor

COUNCIL CHAMBER

DAILY:

The following daily services for the Council Chamber are on an "as needed" basis. This facility is not used every day.

1. Empty waste baskets and replace liners (as needed)
2. Vacuum carpets
3. Spot clean carpets
4. Wipe off council and staff dias
5. Sweep and mop lobby to council chamber
6. Spot clean display area
7. Spot clean glass of doors
8. Remove collected trash to collection area

WEEKLY:

1. Clean off stadium seating
2. Clean all baseboards
3. Clean push and kick plates of doors

MONTHLY:

1. Clean light fixtures
2. Clean and disinfect waste receptacles

COMMUNITY ROOM

DAILY:

The following daily services for the Community Room are on an "as needed" basis. This facility is not used every day.

1. Empty trash receptacles and replace liners
2. Sweep and mop floors
3. Wipe all tables
4. Clean refrigerator, microwave oven
5. Spot clean entrance door glass
6. Remove collected trash to pick up area

WEEKLY:

1. Clean all baseboards
2. Clean push and kick plates
3. Clean and disinfect telephone

MONTHLY:

1. Clean all light fixtures
2. Clean and disinfect trash receptacles

BI-ANNUALLY

1. Clean and disinfect inside of refrigerator & freezer (July 31st & Dec 31st)

STAIRWELL/ELEVATOR LOBBY

BI-WEEKLY:

1. Sweep and mop stairs