



REPORT TO CITY COUNCIL

DATE: OCTOBER 14, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: ZACH MILLER, RECREATION MANAGER 

SUBJECT: AWARD OF CUSTODIAL SERVICES AGREEMENT WITH PEERLESS BUILDING MAINTENANCE COMPANY FOR CUSTODIAL SERVICES RELATED TO THE CITY OF AGOURA HILLS RECREATION AND EVENT CENTER

Attached for your consideration is an agreement for Custodial Services for the Agoura Hills Recreation and Event Center. On January 5, 2015, the City of Agoura Hills opened the new Agoura Hills Recreation and Event Center. The size of the facility and the need to maintain a high quality of cleanliness, created the importance to seek out a custodial service that would meet the Recreation and Event Center's custodial needs.

Replace Contractor

On April 22, 2015, the City Council awarded the custodial contract to Commercial Cleaning Systems (CCS). CCS was the lowest bidder by a significant margin, and after the extensive interview process, staff was assured that they could provide the high level of service that the City expected, as it pertained to the building's cleanliness. Contracting with CCS on the existing scope of work and consumable paper goods created an agreement with a total cost of \$40,000.

After months of working with CCS, which included repeated daily and weekly attempts to have standards of service met, staff recommends that CCS be replaced with Peerless Building Maintenance Company (Peerless). Although Peerless was a highly ranked company by the interview panel during the interview process, staff accepted the lowest bid by Commercial Cleaning Systems. Although CCS repeatedly assured staff they could handle the scope of work for the price they submitted, this has not been the case. Furthermore, CCS has been unable to provide the quality of service proposed, has increased costs for the existing scope of work and, has not completed several initial cleaning tasks in the scope of work. The cost of the contract with Peerless, including consumable paper goods is \$56,000.

Adjust Scope of Services

With the building being open almost a year, the day-to-day needs of the participants, visitors, and the community has become quite clear. Staff has revised the scope of services to include additional services that more closely reflect the needs of the City as it pertains to custodial services at the Agoura Hills Recreation and Event Center. These

custodial services include frequent high dusting and carpet shampooing, weekly buffing of the terrazzo floors, additional window cleaning, and a sixth day of routine cleaning of the building to assist with the increased weekend use. These additional custodial services are necessary and total \$18,000 per year.

Add Optional Services

The Event Center rentals have trended higher than anticipated, which has translated into higher revenues. Staff estimates that The Event Center will secure approximately fifty events a year. Revenues are anticipated to reach \$140,000, which would be a significant increase over the \$102,000 that was budgeted for revenue for the building going into this fiscal year. On average, staff predicts there will be approximately twenty-five city-sponsored events per year that will require custodial services with no revenue being collected. With an increase in the total number of events, there is a direct increase to custodial needs. There are more hours to be spent setting up and breaking down events, cleaning The Event Center, and maintaining day-to-day expectations of high quality standards. In order to offset the cost of cleaning immediately after an event, Staff would like to suggest the addition of a mandatory cleaning fee for the events in The Event Center. The cost of increasing the hours and adding the optional services to the contract is \$11,000. With a mandatory cleaning fee of \$150 per event, this would offset approximately \$7500 of the contract cost, based on the same fifty events per year. City-sponsored events each year would cost the city approximately \$3,750 per year based on twenty-five events.

The cost of the Peerless contract is not to exceed \$85,000. Staff is convinced that Peerless is the company that the City of Agoura Hills needs to maintain the aesthetics and beauty that the residents and participants of the programs deserve. Staff recognizes that quality service is paramount to providing the best experience possible that the community expects when visiting the facilities.

The proposed agreement has been presented to the Community Services Subcommittee, and reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Custodial Services Agreement with Peerless Building Maintenance Company.
2. Approve amended scope of services to include additional services.
3. Authorize mandatory cleaning fee to be charged to renters of The Event Center.
4. Amend budget to reflect increase in contract amount by \$45,000.
5. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Peerless Building Maintenance Company Services Agreement

WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Tuttle Family Enterprises, Inc,
dba Peerless Building
Maintenance Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Tim Tuttle

CONTRACTOR'S ADDRESS: 21020 Superior Street
Chatsworth, CA 91311

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

PREPARED BY: Zach Miller, Recreation Manager

COMMENCEMENT DATE: October 14, 2015

TERMINATION DATE: October 14, 2017

CONSIDERATION: Contract Price
Not to Exceed: \$ 85,000/yr

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND TUTTLE FAMILY
ENTERPRISES, INC**

THIS AGREEMENT is made and effective as of October 14, 2016, between the City of Agoura Hills, a municipal corporation ("City") and Tuttle Family Enterprises, Inc, dba Peerless Building Maintenance 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 October 14, 2015 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 14, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for three additional one year terms 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 Exhibit A.

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. 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 Eighty Five Thousand Dollars and Zero Cents (\$85,000.00) ("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.

5. 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.

6. 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.”

7. 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.

8. 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.

9. 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) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

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.

10. 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.

11. 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.

12. 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.

16. 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.

17. 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.

18. 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.

19. 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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Tuttle Family Enterprises, Inc. dba
Peerless Building Maintenance
21020 Superior Street
Chatsworth, Ca 91311
Tim Tuttle
(818) 534-2566
fax (818) 534-2575

By: _____

Name: *Tim Tuttle*

Title: *President*

By: _____

Name: *Joe Russo*

Title: *Vice President*

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Scope

1. Maintain currently occupied cleanable space of approximate square footages:

Recreation and Event Center:

23,000 sq. ft. of which 7,000 is carpeted; 7,500 is terrazzo in the main entrance and common areas; 1,500 is ceramic tile in the restrooms and kitchens, and 6,000 is marmoleum/linoleum in the staff break room and copy room. The remaining square footage is in storage closets and is unfinished concrete.

2. The current approximate staff population is as follows:

Recreation Staff: 12
Total: 12

It should be noted that annual patrons and visitors to the Recreation and Event Center is estimated at 100,000.

3. Through daily service, all areas must be kept clean and presentable at all times.
4. Whenever the word "clean" is used in this specification it means vacuum, dust, wash, scrub, damp clean, scrape, or polish as necessary to bring the area or item cleaned to a condition free of dust, dirt or stains, to the satisfaction of the City of Agoura Hills representative.

Subject cleaning is to be accomplished by hand and/or power equipment using cloth, solvents, bleaches, ammonia, liquid and paste polish, etc. Cleaning methods shall be customary with the trade. Specific cleaning requirements for certain furniture and counter materials will be based on manufacturer specifications or equivalent.

Working Conditions

1. Contractor is required to work enough hours necessary to complete these specifications. The hours of operation for the buildings are:

Recreation and Event Center:

| | |
|-------------------------------|--------------------------------|
| Monday through Friday: | 7:00 a.m. 11:00 p.m. |
| Saturday: | 8:00 a.m. to 12:00 a.m. |
| Sunday: | 8:00 a.m. to 11:00 p.m. |

The Event Center will be subject to the schedule of reserved events. Contractor will be required to provide necessary personnel for the pre-clean up and post-clean up of the Event Center. Contractor is expected to be flexible with respect to provision of personnel required to address the needs of the Event Center. Contractor should anticipate the need for crews to work graveyard, early morning and late evening hours to prepare the Event Center.

2. Regular cleaning days are Monday through Friday. However, weekends can be utilized for scrubbing, buffing, waxing and other detail work not completed during the week. Contractor and City will coordinate with respect to area availability.
3. A Contractor Log book will be maintained in the Building Maintenance Office. This log book will identify any specific instructions for that night's work. The on-site supervisor must check this log prior to each night's work and initial each day to verify proof of checking. Instructions will also be emailed to contractor's office during normal business hours for follow up.

Contractor Personnel

1. Contractor must employ competent persons trained in building custodial cleaning and maintenance procedures. If, in the opinion of the Recreation/Facilities Manager, any contractor employee is deemed incompetent, disorderly, refuses to perform according to the contract specifications, or is otherwise unsatisfactory, the Contractor must immediately remove the employee.
2. Contractor must provide written releases from prospective employees that allow a police background check. All custodians are to be legally employable for work in the United States. U.S. citizens, naturalized citizens and immigrant aliens may be required to show proof of their status and/or provide their Social Security number or certified payroll information.
3. Contractor must provide clear identification for each employee assigned to facility.
4. It is understood that no part of this specification may be subcontracted to another vendor without prior approval from the City. This includes carpet cleaning and window washing which also requires prior approval from the City. Payroll records may be required as proof, and must be submitted upon the request.
5. A supervisor must make periodic daytime inspection visits to the buildings. The Recreation Manager, or his/her designee, will review services performed with the Supervisor.

6. An employee who is able to communicate and understand English must be available by telephone or on the service crew at all hours that services are being performed for the City.
7. No person other than those employed by the Contractor will be permitted into any City facility. **This includes friends and family members of the Contractor's employees.**

Equipment

1. Contractor must furnish all equipment such as vacuums, mops, buckets with squeegees, janitorial carts, buffers, dusters, rags, wet vacuums, etc. All electrical parts must be in good working condition and be able to satisfy OSHA safety requirements.

Building Cleaning

1. Contractor must furnish all cleaning supplies including sanitizing chemicals, waxes, polishes, sealers and cleaners.
2. Contractor must furnish Material Safety Data Sheets (MSDS) for all cleaning and waxing chemicals stored and used at the facility.
3. Contractor will furnish all rest room supplies including hand sanitizers, paper towels, liquid soap, toilet paper, seat covers, and women's personal hygiene. Contractor is responsible to supply the consumable goods that are needed and bill the City separately each month for these supplies. Contractor should supply unit pricing for each product needed as part of their scope of work, including any potential mark-up.
4. Contractor will furnish all trash barrel liners.
5. Functions and frequencies are outlined below.

Building Floor Plans

Attached are floor plans to assist in locating areas to be cleaned by the Contractor. These areas may change from time to time and will be adjusted for invoicing purposes.

Supervisory

1. The contractor's on-site supervisor must be able to communicate, understand, read and write English so that he/she can competently perform his/her job function.
2. The contractor's on-site supervisor is to provide the Recreation/Facilities Manager with a list of areas that are to be scheduled to receive buffing, waxing or special cleaning.

Recycle

These materials are clearly marked and are stored in separate containers. The recyclable materials are to be brought and stored in recycle bins located in enclosures in the parking lot. It is not the responsibility of the contractor to have the outside enclosure recycle bins emptied. All recyclables, such as cans, bottles, plastic are the property of the City of Agoura Hills and are to be deposited in designated recycling bin for the City to recycle.

Holiday Schedule

The City observes most major Holidays. The 2015 Holiday Schedule is as follows:

| | | | |
|-------------|------------------|-------------|------------------|
| January 1 | New Year's Day | November 24 | Thanksgiving Day |
| January 17 | MLK, Jr. Day | November 25 | Thanksgiving |
| February 21 | President's Day | December 23 | Christmas Eve |
| May 30 | Memorial Day | December 26 | Christmas Day |
| July 4 | Independence Day | December 31 | New Year's Eve |
| September 5 | Labor Day | | |
| November 11 | Veteran's Day | | |

FUNCTIONS AND FREQUENCIES

All Areas

Daily

1. Vacuum all open traffic areas.
2. Spot clean carpet as necessary.
3. Clean and sanitize drinking fountains, sinks and kitchenettes.
4. Empty trash containers and wastebaskets, replace liners, clean as necessary.
5. Empty recycling containers.
6. Spot clean all interior and exterior doors, windows, frames and glass to remove fingerprints/smudges.
7. Spot clean fingerprints from light switch plates and partitions and walls.
8. Dust all counter tops.
9. Sweep interior and exterior stairs and stairwells

Weekly

1. Remove dust and cobwebs from ceiling, HVAC grates, walls, fixtures and corners.
2. Damp clean all ceiling air diffuser outlets.
3. Damp clean top set floor base.
4. Low dust all horizontal surfaces (under 6' high) including window sills, ledges, molding, picture frames and vents.

Lobby/Reception Areas

Daily

1. Damp mop floors, paying special attention not to splash on counter/walls. Use slip resistant solution in water.
2. Clean and vacuum.
3. Wipe down and disinfect all counter top surfaces.

Monthly

1. Buff and strip and re-finish/wax hard surface floors.

Quarterly

1. Vacuum upholstered furniture and damp clean and condition vinyl/leather.

The City reserves the right to redirect the scheduled areas as needed.

RESTROOMS – Note: Do NOT use caustic chemicals on metal fixtures!

Daily

1. Clean and sanitize: floors and floor base, sink surfaces, basins and faucets, under sink fixtures.
2. Clean and polish all chrome fixtures.
3. Clean and polish all mirrors and shelving.
4. Clean and sanitize: toilet, toilet seats, both sides, toilet valves, door handles, urinals and urinal valves.
5. Empty all containers and disposals, replace liners as required.

6. Clean and sanitize exterior of all containers.
7. Empty and sanitize interior of sanitary containers and replace wax liners.
8. Spot clean tile walled surfaces.
9. Spot clean and dust tops of toilet partitions and urinal modesty panels.
10. Restock soap and all paper supplies.
11. Maintain batteries and scents in air fresheners and soap dispensers.
12. Report leaky faucets, urinals, toilets, or any other restroom deficiencies.

Weekly

1. Pour enzyme disinfectant into floor drains to fill trap.
2. Wash and sanitize: toilet partitions and urinal modesty panels.
3. Damp clean ceiling air diffusers and door vents.
4. Clean all door kick panels.

Monthly

1. Damp clean and sanitize tiled wall surface.

Bi-Monthly (60 days)

1. Strip and re-finish/wax tile floors.

GENERAL OFFICE AREAS: INCLUDES PRIVATE ROOMS AND WORKSTATIONS

Daily

1. Empty wastebaskets and replace plastic liners as required.
2. Dust/clean desks, tables, chairs, pen sets, telephone and desk top computers.
Do not disturb papers on furniture. Reposition all chairs for a neat appearance.
3. Clean tops of all work surfaces, exposed filing cabinets, bookcases, shelves, tables and other equipment.
4. Vacuum all carpet.
5. Spot clean interior glass.

Weekly

1. Vacuum all carpet thoroughly, giving detail to file cabinet bases, under desks and based board edges.
2. Damp clean ceiling air diffusers.
3. Damp clean plastic, leather and vinyl chair/seat covers.
4. Vacuum upholstered furniture.

5. Low dust all horizontal surfaces to hand height (6 feet) including window sills, ledges, moldings, shelves, picture frames, vents, etc.

Monthly

1. Wash exterior and interior of waste receptacles.
2. Vacuum under clear plastic chair mats.
3. High dust above hand height (6 feet) all horizontal surfaces including partitions, shelves, molding, ledge, pipes, ducts, etc.

Common Areas

Daily

1. Clean work area counter tops (copier areas, layout tables, etc.)
2. Clean and sanitize sinks.
3. Restock hand towels.

CONFERENCE ROOMS

Daily

1. Vacuum carpet.
2. Clean table tops.
3. Wipe off chairs.
4. Reposition chairs for a neat appearance.
5. Empty wastebaskets and replace plastic liners as necessary.
6. Dust telephones and televisions.

Weekly

1. Polish table tops and bases.
2. Damp clean ceiling air diffusers.
3. Low dust all horizontal surfaces.

Monthly

1. High dust above hand height (6 feet).

Quarterly

1. Condition all upholstered/leather furniture

STAFF BREAK ROOM & KITCHEN

Daily

1. Damp mop and sanitize floors.

2. Spot clean walls.
3. Clean, sanitize and polish: counter tops, refrigerator, sink basins, faucets, cabinets, drawers, shelving and table tops.
4. Wipe down all chairs.
5. Empty trash containers, replace liners.
6. Clean exterior of all waste containers.
7. Remove all newspapers, dispose in recycling bins.
8. All recyclables such as cans, bottles, plastic are the property of the City of Agoura Hills and are to be deposited into designated recycling bins for City to recycle.

Weekly

1. Clean inside of microwave ovens.
2. Damp clean ceiling air diffusers.
3. Low dust all horizontal surfaces.

Monthly

1. High dust above hand height (6 feet).
2. On the last Friday of every month, clean the interior and exterior of all refrigerators. This includes disposal of all perishable food and containers. Facilities will assist in the disposal.
3. Buff hard surface floors.

MULTI-PURPOSE ROOMS

Daily

1. Damp mop and sanitize floor
2. Wipe down and dust counter tops, sinks, etc
3. Spot clean mirrors and interior and exterior windows of finger prints and smudges
4. Clean door kick panels

Weekly

1. Clean Mirrors
2. Clean interior and exterior windows

CLASS ROOMS

Daily

1. Damp mop and sanitize floor

2. Wipe down and dust counter tops, sinks, etc
3. Spot clean mirrors and interior and exterior windows of finger prints and smudges
4. Clean door kick panels

Weekly

1. Clean Mirrors
2. Clean interior and exterior windows

Bi-Weekly

1. Dust wall wood paneling

Monthly

1. Buff, wax and polish class room flooring

EVENT CENTER

Daily

1. Empty wastebaskets and replace plastic liners as required.
2. Spot clean interior and exterior glass windows of finger prints and smudges
3. Clean all door kick panels.

Weekly

1. Damp mop event center floor.
2. Low dust all horizontal surfaces to hand height (6 feet) including window sills, ledges, moldings, shelves, picture frames, vents, etc.

Bi-Weekly

1. Dust wall wood paneling

Monthly

1. Polish wall wood paneling
2. Buff, wax and polish event center flooring

Quarterly

1. High dust above hand height (6 feet) all horizontal surfaces including partitions, pipes, beams, HVAC ducts, projectors, etc. Contractor will provide lift gate for these tasks and protective floor covering to prevent flooring damage.

Miscellaneous (Events)

1. Clean and rack event center tables and chairs at conclusion of each event
2. Clean floors of event center, lobby, and entrance.
3. Clean restrooms (trash, re-stock paper products and soap, mop, etc)
4. Set up tables and chairs night before event per direction of staff (diagram will be submitted at least two days in advance)

5. EVENT CENTER KITCHEN

Daily

1. Clean, sanitize and polish: counter tops, refrigerator, stoves, sink basins, faucets, cabinets, drawers, shelving and table tops.

Weekly

1. Mop and sanitize kitchen floor.

Monthly

1. Wash interior and exterior of waste receptacles.
2. High dust above hand height (6 feet) all horizontal surfaces including partitions, shelves, molding, ledge, pipes, ducts, etc.
3. Pour enzyme disinfectant into floor drains to fill trap.

Miscellaneous (Events)

1. Clean, sanitize and polish: counter tops, refrigerator, stoves, sink basins, faucets, cabinets, drawers, shelving and table tops.
2. Mop and sanitize kitchen floor.

MISCELLANEOUS

Daily

1. Clean sink in custodial closets.
2. Maintain custodial closets and supplies in a clean and orderly manner. Keep odor free.
3. Remove trash from hallways, must clearly be marked "Trash/Basura".
4. Vacuum, clean, polish Elevator door, floor and walls.
5. Contractor will be required to utilize Industry Recommended cleaning products for some furniture and fixtures. Contractor and Recreation/Facilities Manager will coordinate this effort.

As Needed (At the direction of staff)

1. High dusting of exposed pipes, HVAC ducts, window sills, high ledges and hanging ceiling in main lobby; vacuuming of the black felt behind the wood slats (whatever is reachable and visible).
2. Carpet cleaning of all carpeted areas.
3. Window washing of all interior and exterior windows.

ADDITIONAL TERMS AND CONDITIONS

GENERAL

1. All lights, other than security lights, must be turned off after completion of service to a particular area. The contractor is responsible for locking all doors throughout Recreation and Event Center and must activate the security system after completion of service so long as no other people are in the building.

2. The contractor must schedule work so as not to interfere with scheduled evening meetings in any of the conference rooms and/or event center.
3. The successful bidder is required to have a current City of Agoura Hills Business License and required insurance coverage prior to award of contract.
4. Contractor must provide written releases from prospective employees that allow a police background check. All custodians are to be legally employable for work in the United States. U.S. citizens, naturalized citizens and immigrant aliens may be required to show proof of their status and/or provide their Social Security number or certified payroll information.

CONTRACT ADMINISTRATION

1. The day-to-day performance of work will be managed by Zach Miller, Recreation Manager (818) 597-7367. The Contract will be administered by Louis Celaya, Deputy City Manager, 818-597-7314.
2. Contractor must utilize a checklist for the scheduled functions and frequencies contained herein. A checklist of work completed must be submitted with the monthly billing. The City may elect to determine the form and content of the checklist.
3. Deficiencies noted by or submitted to the Recreation Manager will be forwarded to the Contractor for immediate resolution. In the event of any disputes, the decision of the Recreation/Facilities Manager will be final.
4. In the event services provided by the Contractor are determined to be unsatisfactory, the tasks must be redone at no extra charge to the City. Payment may be withheld and/or deducted for unsatisfactory or incomplete work.
5. The City reserves the right to cancel the Contract at any time for unsatisfactory performance or any other reason with a ten (10) day written notice to the Contractor. The Contractor has the option to cancel the contract by giving a minimum of sixty (60) days written notice of intent to cancel to the City.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Provide Contract Janitorial Service five (5) nights per week, Monday through Friday for the 23,000 square foot Recreation and Events Center including office space, common areas, restrooms, kitchen and lobby areas using the attached cleaning specifications. Cost for services - \$3921.00/month

1. Carpet cleaning services - \$.10/square foot
2. High dusting of exposed pipes, HVAC ducts, window sills, high ledges and hanging ceiling in main lobby; vacuuming of the black felt behind the wood slats (whatever is reachable and visible) - \$1,750.00/cleaning
3. Window washing (interior & exterior) - \$2,240.00/cleaning
4. Weekly high speed buffing of terrazzo floors - \$324.00/month
5. Post event cleaning of the event center, restrooms, kitchen and lobby (including set up and take down of chairs, tables, etc.; return those to the storage area - \$21.50/man hour
6. Sixth day of cleaning restrooms, lobby, main kitchen and walkways, three (3) man hours - \$54.00/day or \$234.00/month