

CITY OF SIGNAL HILL AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of July, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, located at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and **CCS Facilities**, a California Corporation, with its principal place of business at **3001 Red Hill Avenue, Costa Mesa CA 92626** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain custodial maintenance services required by the City which shall be performed in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing custodial maintenance 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 it is familiar with the plans of City.

2.2 Project.

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

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 **Custodial Maintenance 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 **September 1st, 2025** to **August 31st, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. 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. Neither City, or any of its officials, officers, directors, employees or agents 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 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 expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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 work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Thomas Bekele, Public Works Director**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Jesse Lewis, Vice President**, 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, Contractors 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 contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants 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 have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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 Laws and Regulations. 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 knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. 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 Safety. Contractor shall execute and maintain its work 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 work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("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 agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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. 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.

3.2.10.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.10.3 Acknowledgment of Employment Relationship. Consultant shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit 1 ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Consultant may permit the employee to provide Services for City. Consultant shall provide a copy of each executed Acknowledgment to City upon City's request.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If 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, not-to-exceed 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, not-to-exceed 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. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds 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 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to

separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Reserved.

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 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 shall not exceed **Two Hundred Fifty-Five Thousand Six Hundred Forty-one Dollars and Forty-four Cents (\$255,641.44)** without written approval of City's **Public Works Director**. 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 invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall,

within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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 the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 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, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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: **CCS Facilities**
3001 Red Hill Avenue
Costa Mesa, CA 92626
ATTN: Jesse Lewis, Vice President

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: Margarita Beltran – Contracts 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.

3.5.3 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.

3.5.4 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.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its 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 not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

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

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

3.5.12 Assignment or Transfer. Contractor shall 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 do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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.

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

3.5.15 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 Prohibited Interests. Contractor maintains and 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. 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.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

3.5.20 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 Worker's 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.

3.5.21 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.

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

3.6 Independent Contractors and Subcontracting.

3.6.1 Use of Contractors. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7 Labor Code Compliance

Audit Rights. City shall have the right to audit Consultant's compliance with this Agreement and California Labor laws with respect to Consultant's personnel, including, but not limited to, Consultant's compliance with Sections 3.2.1, 3.2.10 and 3.6.2. Upon City's request, Consultant shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Consultant's personnel who provide the Services.

CITY OF SIGNAL HILL

By: _____
Carlo Tomaino, City Manager

CCS FACILITIES

By: _____
Jesse Lewis, Vice President

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
Tina Knapp, Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

Exhibit "A"
Scope of Maintenance
Services

The Contractor shall provide all labor, supplies and equipment necessary to perform custodial maintenance services in the following City-owned buildings, parks and facilities:

Item	Facility
1A	City Hall/ Council Chambers only for the first 6 months
1B	City Hall
2	Signal Hill Public Library, Community Center and Police Shooting Range
3	Signal Hill Park Restrooms
4	City Yard
5	Police Department
6	Discovery Well Park (Community Room and Restrooms)
7	Pressure Washing at Citywide Parks
8	Portable Restroom Trailer
9	Pride Building

Such services shall be provided in accordance with the following performance standards indicated in the contract documents and these specifications.

General

The objective of this contract is to obtain full cleaning performance in accordance with the terms, specifications and the quality standards of work set forth in this contract. The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. If during the work performance, any general maintenance deficiencies are noted, they shall be reported to the Contract Representative of this agreement.

Work Hours

The work shall be performed at the hours specified for each facility stated above. Exceptions are noted in Exhibit "A-1". Some weekend, after hours, or evening work may be required to accomplish tasks such as carpet shampooing, floor stripping and waxing, and window washing. The City reserves the right to inspect or audit the Contractor's time cards, and other documentation related to services provided to the City, to verify the number of hours worked at City facilities and other contract-related costs or services. Such inspection may take place during Contractor's normal business office hours without prior notification from the city. For emergency and after-hours needs, the Contractor will respond with an appropriate crew within **two hours** of being notified. The Contractor will provide a 24-hour contact telephone number for afterhours emergency requests. If an evening meeting or event is being conducted in a facility, the City shall notify the Contractor of said event, and Contractor shall adjust the cleaning schedule to conduct proper cleaning of the area, after the event.

Extra Work

Extra work will be of two types; on-call and additional services, as needed for specific city cleaning coverage or maintenance services. The cost of the labor and supplies for the specific, unscheduled cleaning activities must be included in the bidder's price. Some custodial work will be required outside of normal working hours and at sites other than normally assigned City facilities, such as special events. There may be requirements for additional custodial services above and beyond the routine service levels. All extra work services shall not be considered in calculating the regular monthly billing, but shall be billed based on the actual hours worked associated with the events, for the month in which they occur.

Code of Conduct

The Contractor agrees the custodial services covered by this contract shall be performed by employees who have been hired in conformity with the Contractor's personnel selection policies, and trained to perform to accepted janitorial standards, practices, and these specifications. The Contractor agrees to provide the City with a steady, dependable work force while keeping employee turnover to a minimum.

The Contractor shall have an ongoing training program for its entire staff. The Contractor shall provide only personnel who have been fully trained for the performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. The City may ask for copies of training materials and verification of employee training.

All personnel shall wear the same uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's account manager and/or supervisory personnel may wear badges in lieu of uniforms. The Contractor's work force and their uniforms shall be neat and clean in appearance. Uniforms shall be subject to City approval. Closed toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees working at the Police Department will be issued an identification badge. All employees' identification badges must be worn in plain sight, above the waist at all times. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee who does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.

The Contractor shall provide to the City an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) to which they are assigned, along with the labor-hours to perform the required work at each building. Changes to the list shall be reported, in writing, to the City within one working day. Employees of the Contractor shall not be assisted nor accompanied by any individual who is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives.

Employees terminated by the Contractor shall be reported the same day to the City unless it is after hours, then the next business morning shall be acceptable. Contractor shall notify the City immediately in writing of all changes in contract personnel by

submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied. The Contractor will remove from the premises any employee who, in the opinion of the City, is not qualified to perform the work assigned. The City reserves the right to review contractor's personnel hiring policies and use the results of such review as part of the selection process.

No person shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or refuses to perform the specified work properly or acceptably, or is otherwise objectionable, as determined by the City of Signal Hill. Anyone found to be objectionable will be prohibited from working in City facilities immediately.

The Contractor shall not allow any employee under the influence of alcohol or drugs on the premises or in any buildings. The Contractor shall not allow the use or presence of alcohol or drugs on the premises or in any buildings. Smoking is prohibited in all City facilities at all times. Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

Deliverables

The selected contractor shall submit the following items to the City within thirty (30) days of the contract award and prior to any employee's start of work:

- Copies of the current Safety Data Sheets (SDS) for all chemicals that will be used for cleaning of all facilities in the performance of this agreement.
- A list of all cleaning products and paper supplies that Contractor will use for cleaning of all facilities in the performance of this agreement. Said products/supplies may be physically inspected by the City and will be subject to City approval.
- Background clearance of all personnel assigned to perform work at the City under this Agreement.

Account Management

The Contractor shall provide to the City, upon execution of this agreement, the name of the Contractor's account manager who will have full authority to administer the terms of this contract. The Contractor's account manager shall be the main point of contact between the City and the Contractor and have the capability to receive complaints by telephone or email to facilitate timely corrective actions. An answering service or machine shall not be an acceptable means of contact for the account manager. The account manager shall perform regular inspections of all facilities at least once a week. During inspections, the account manager shall identify and rectify deficiencies and ensure services meet the standards identified in this contract.

The City will designate several staff ("site administrators") to manage custodial services at specific sites. The site administrators shall maintain familiarity with the contract terms, conditions, and specifications and perform custodial inspections at their designated sites. The site administrators shall communicate any deficiencies,

requests, etc., to the Contractor. The City's contract administrator shall provide the Contractor with the contact information of all site administrators and their assigned sites. The Contractor and site administrators shall involve the contract administrator in all custodial-related correspondence. The purpose of the site administrators is to provide customer departments the ability to prioritize contracted services to meet the specific needs of their facilities as needed. The site administrators have the authority to request services included in the specifications related to their facilities.

The Contractor shall also provide to the City the name of the Contractor's primary supervisor(s) who will be responsible for the supervision and execution of the work on a daily basis. The designated supervisor(s) shall be on site and available at the times when the majority of the Contractor's crews are working in the City to respond personally to requests for information or instructions concerning the execution of the work. If for any reason the supervisor must leave the job site during the execution of the work, a foreman/lead person shall be designated and able to make decisions on behalf of the supervisor. The supervisor and the foreman/lead person shall be able to communicate in both written and verbal English. Under no circumstances will the designated on-site supervisor be considered a "working supervisor" who is assigned routine cleaning duties. The supervisor's primary duty will be to inspect the cleaning staff's work and ensure any deficiencies are corrected in a timely manner. The supervisor may provide limited cleaning services to correct a deficiency or on an emergency basis, (for example, if a regular custodian must leave work due to illness, and a timely replacement cannot be found). During times when the designated supervisor is not on-site, the Contractor will ensure a supervisor is available to respond to calls within two hours. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the City, for repeated non-compliance of these requirements.

Cleaning Schedule and Reporting

The contractor shall keep accurate records concerning all of the contractor's employees and provide the City with names and telephone numbers of emergency contact employees. In addition, the contractor is required to file weekly reports showing the major task reports at each facility daily. Every week, the Contractor will compile and send the contract administrator and/or representative the employee's daily work reports showing the completed tasks for each site. Reports shall include all list of tasks to be performed and include expected times the work will be performed. All scheduled cleaning services shall be noted in Exhibit "C". Any services outside of the service hours must be approved by the city prior to performance of the work. The report format shall be subject to City approval. If for any reason a task cannot be accomplished per the scheduled time, the Contractor shall notify the City of the change and the new day and time the task will be completed within at least twenty-four hours of the scheduled time. The new day and time must occur within the same month the task was originally scheduled to occur.

Background/Security

All personnel engaged in the performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. The Contractor shall research the employment and police records of each employee and shall maintain a copy of that research. A copy shall be provided to the City upon request.

The Contractor further agrees to remove from the City's premises any employee who, in the opinion of the City, does not meet minimum security requirements. In the event of City's disapproval, Contractor shall replace its employee or employees in a timely manner so as not to adversely affect the Contractor's performance under this Agreement.

The Contractor is required to have all personnel assigned to work under this contract pass a basic Live scan background check. The Contractor shall obtain Live scan applications from the City's Human Resources Department. Any personnel assigned as a regular or fill-in staff at the Police Department must pass a more comprehensive Live scan background check. The City will provide the Contractor with the contact information necessary to complete this process. The Contractor will have a sufficient number of employees who have passed the Live scan process so as to ensure coverage in cases of vacation, sickness, or employee termination.

Access to facilities

The City will issue keys as necessary for access to work areas. The Contractor shall assume full responsibility for any theft or loss of keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Keys shall not be loaned to unauthorized personnel. Keys for all custodial work in the Police Station will be checked out from the Watch Commander.

The Contractor shall not admit anyone into a building who is not a direct employee of the Contractor and not actively engaged in the performance of the work. This prohibition includes custodians' children or other relatives. At no time shall the Contractor or its employees enter areas of a facility not specifically included in this contract for custodial services. Some facilities are protected by limited access security systems. The Contractor will schedule all work in these facilities to be done after City staff opens the facilities.

Certain facilities have alarm and lighting controls with which Contractor's personnel will need to become familiar to operate upon city instruction. The Contractor agrees to make its employees available for training on such systems during the City's normal business hours. The Contractor may be charged \$100 per call-out (after two incidents) should the custodians, while in the process of entering or leaving the facility, misuse the security alarm system.

All exterior doors are to remain locked while cleaning crew is in the building. NO EXCEPTIONS. Leave designated lights on. All other lights are to be turned off. Building alarm system will be engaged nightly, if contractor is in building, upon leaving.

Safety/Environmental

The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this contract, (e.g. NPDES compliance for washing down facility exteriors). Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this contract.

All material, parts, equipment, and chemicals used or furnished pursuant to the

specifications of this contract shall be in compliance with the laws and regulations of the City of Signal Hill, the State of California, and OSHA. The Contractor shall provide to the City all Safety Data Sheets (SDS) and certifications and evidence of such compliance. Use of all chemicals, waxes, and other supplies shall be approved by the City prior to their use. Contractor must maintain all SDS onsite at each City facility being maintained.

The Contractor shall use all "Green Seal" certified cleaning products, or environmentally friendly with similar certifications, where applicable.

Tools, Equipment, Materials and Supplies

The Contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The Contractor shall maintain an equipment inventory list, identifying all equipment by age and condition, to provide the services required by this contract; such list to be provided to the City upon request. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. Such equipment shall be kept on site at the City facilities as designated by the Contract Officer and will be routinely inspected by the City. Equipment found to be in unacceptable condition will require replacement at the Contractor's expense. The Contractor shall provide whatever transportation is necessary to move its employees or supplies among facilities.

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All supplies, materials, and tools are subject to City inspection and approval. City reserves the right to require Contractor to purchase name brand or high-quality supplies. Specific brands may be specified by City Representative

All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property or which may be a risk to employees, the public, or others using City facilities.

The Contractor will provide all paper products including but not limited to, toilet paper, paper towels, and toilet seat covers necessary to ensure restrooms and other locations where dispensers are provided are fully stocked at all times with products acceptable with City standards. The Contractor shall use all green/ environmentally friendly products, where applicable. The City reserves the right to approve or disapprove of all such products. Liquid and powder type dispensers will be provided by the City. The Contractor will provide proper soap products to keep the dispensers filled. The contractor shall supply all feminine hygiene products for vending machines at women's restrooms.

Some restrooms are equipped with waterless urinals. Contractor shall be responsible for cleaning the urinals with manufacturer-recommended products, subject to City approval, and notifying the City when cartridges are in need of replacement. The City shall be responsible for purchasing and replacing the odor-control cartridges.

Areas of Restriction

Contractor personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, printers, copy machines, fax machines, television sets, coffee pots, microwave ovens, stoves, or refrigerators, nor shall they tamper with any personal or City property. Where the specifications require cleaning furniture, this is understood to mean tables, chairs, file cabinets, etc., but not personal desks. The contractor or its employees shall not use any of the City's telephones or two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Any unauthorized usage or tampering of City items, equipment or documents by the contractor will be grounds for immediate termination of the contractor.

Inspections/Meetings

The purpose of the quality control and performance inspections is to ensure all required tasks are being consistently performed as specified. The contract administrator and/or site administrators will conduct regular inspections of all City facilities on a continuous basis. These inspections will especially concentrate on consistent performance of daily, weekly, and periodic cleaning tasks. The contractor administrator and/or site administrators will notify the Contractor when tasks are not completed, and the Contractor shall respond and rectify the issue. The Contractor will keep the contract administrator informed of communication with site administrators/City staff. The City will provide the Contractor with the contact information of all site administrators.

The Contractor will make available representatives with the proper authority to meet with the Contract/site administrators to discuss contractual issues and conduct bi-weekly day inspections of each facility. The Contractor will provide the City a copy of the joint inspection report and note in writing, any discrepancies/noncompliance with the schedule, as determined during the inspection. The frequency of inspections may change if mutually agreed upon.

The City may employ other inspection methods, such as but not limited to, the use of video records from security and other cameras, unannounced inspections during cleaning shifts, and other such means as the City deems necessary.

The City's contract administrator will work with the designated site administrators to fulfill its inspection duties. The City expects the Contractor's work methods and quality control procedures will result in work that fully complies with this proposal's cleaning requirements without constant oversight from City staff.

Custodial Closets

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closets and not in any other parts of the buildings. The closets shall be always kept in a neat and orderly manner and shall be part of the regular inspection. Janitor closets shall be well-stocked with both paper and cleaning supplies. Flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in State Fire Marshall approved containers. All containers shall be labeled as to contents. If any toxic materials must be stored, they shall be labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel are to be kept clean and polished at all times. Some custodial closets contain water heaters and/or electrical panels. All

materials MUST be stored at least 36" away from these water heaters or panels.

Cleaning Standards

The Contractor's employees shall clean and dispose of any unsanitary and unsightly conditions caused by persons and animals using the public areas at the City's request, or as night crews find during regular cleanings. Such areas shall be immediately cleaned during the employees' regular work and at any time such a condition is identified by either the contract administrator or other occupants/users of the facilities. In the event any custodian finds hazardous materials, such as blood, toxic chemicals, or highly corrosive liquids, he or she shall immediately notify the contract administrator and the Police or Fire Department for removal. Acceptable cleaning standards are described below. These are not all-inclusive. Each item denotes the acceptable standard for each location covered under this contract. The City's contract administrator will determine if the standards have been met.

- Appliances: Exterior of all appliances and vending machines are free of dust, surface film, and dirt.
- Blinds: Both sides of blind slats are free of dust and water spots. Cords and tapes are clean.
- Carpets: All carpet surfaces are free of food crumbs, dirt, smudges, marks, dust and other debris, including those areas under furniture and behind doors. There is no unsightly discoloration from spot cleaning. Carpets show no evidence of high traffic areas. Carpets are cleaned at a time which allows the carpets to dry completely before employees occupy the work area.
- Ceilings: Ceilings shall be free of cobwebs, spots, and streaks.
- Dispensers: All supply dispensers are filled. Waste and sanitary napkin receptacles are empty, clean, sanitized, and have new liners or bags. Additional supplies are set out in the event dispensers need to be restocked before custodians service the area.
- Door Thresholds: Thresholds are clean and free of oil, grease, dirt and grime.
- Drinking Fountains: The porcelain, metal and stainless steel surfaces are clean, bright, sanitized, and free of dust, spots, stains, and streaks. Drinking fountains are free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
- Floors And Baseboards: Floors, including steps, risers, and landings, are free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, skipped areas, reapplied wax etc., and present an overall appearance of cleanliness. The area has a uniform luster. All surfaces are dry and the corners clean.
- Food Preparation Appliances: All eating and food preparation appliances, including stoves, refrigerators, microwaves, and ovens, are sanitized, clear of spills, food, wipe streaks, dust, surface film, and other substances. Furniture: All furniture, including those items made of fabric, plastic, and metal, are free of dust, dirt, spots, and surface film. Desktops are NOT disturbed. Papers are NOT removed from desks in offices or Council Chamber. Personal computers, phones, terminals printers and keyboards are not touched by the Contractor's employees and/or work crews.

- Light Covers: Surfaces are clean and free of dust.
- Metal Surfaces: Metal surfaces are free of smears, stains, and finger marks. They are clean, bright, and polished to a uniform luster. Bright metal surfaces have a polished and lustrous appearance.
- Mirrors: Mirrors are clean and free of dirt, dust, streaks, and spots.
- Patio Areas and Outside Stairways: All inside and patio and stairway areas are free of all paper, trash, empty bottles, and any other discarded material.
- Porcelain: Porcelain fixtures (washbasins, urinals, toilets, etc.) are kept clean and bright; there are no spots, stains, dust, rust, mold, encrustation, and excess moisture. In washrooms with showers, the showers are free from dust, spots, stains, rust, mold, encrustation, and excess moisture.
- Walls and Baseboards: Walls and baseboards are free of dirt, cobwebs, lint, streaks, etc., and present an overall appearance of cleanliness. All surfaces are dry and the corners clean and free of splashing and markings from any equipment.
- Wastebaskets: Wastebaskets are free of dust, debris, and residue. Lids of plastic containers are free of marks, smudges, and food remnants. Liners are replaced.
- Windows/Glass: Windows and glass are free of all cobwebs, dirt, smudges, marks and spots.
- Windowsills: Sill areas are free of all cobwebs, dirt, dust, spots, streaks, and smudges.
There is no obstruction to the visibility due to improper cleaning.
- Wood Fixtures/Furniture: Wood furniture/fixtures are polished and free of dirt, dust, streaks, and spots. The finished area has a uniform luster.
- Trash: Contractor shall clean any stains or spots caused by leaking trash bags.

Definition of Terms

1. Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.
2. Carpet Extraction: Shampoo carpeting using wet extraction machine method.
3. Clean: Remove all dirt, stains and marks with approved cleaner.
4. Daily: Work to be performed each and every day of the week.
5. Damp Mop: Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.
6. Damp Wipe: Remove surface dirt with damp cloth.
7. Disinfect: To cleanse in order to destroy disease and germs. Disinfectant: A germicidal cleaner for microbe control.
8. Dust: Remove all loose dirt and debris. Specially treated cloths shall be used.
9. Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.
10. One Day: 24 clock hours.
11. Polish: Machine polish or scrub with dry cloth.

12. Refinish: Apply proper floor coating (wax on polish or sealer) and buff.
13. Sanitize: To cleanse free from dirt and bacteria.
14. Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.
15. Strip: Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.
16. Sweep/Dust Mop: Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.
17. Vacuum: Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.
18. Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry.
19. Wax: Apply appropriate number of coats of approved floor finish.

Exhibit "A-I"
Specifications for Janitorial Services by
Facility

ITEMS 1A : CITY HALL

2175 CHERRY AVENUE

Hours of Work: 7:00 p.m. to 6:00 a.m.

Note: The City Hall Building is currently under construction, the selected contractor will provide custodial services at the council chambers for the first six (6) months.

The following services shall be performed every Monday through Friday:

1. Empty all recycle containers as needed and place material in outside recycle bin.
2. Empty and reline all wastebaskets and restroom disposal containers and remove trash to outside bin area.
3. Sweep and wet mop areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.

The following services shall be performed every Monday, Wednesday, and Friday:

1. Spot clean carpet stains with rug cleaner.
2. Clean any glass top desks or counter areas with glass cleaner.
3. Remove smudges from doors, doorframes, handles, knobs and bars, woodwork and wall switches. Remove finger marks, ink marks, graffiti, and smudges from tabletops, walls and counters.
4. Spot clean partitions, glass doors, glass or mirrored walls and display cases.

The following services shall be performed every Monday:

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.
2. Perform high dusting, such as tops of doorframes, partitions, air vents, etc.
3. Vacuum all carpets and rugs COMPLETELY.
4. Sweep all stairwells and clean handrails and banisters.
5. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.
6. Polish all metal door frames, kick, and push plates.
7. Dust blinds.

The following services shall be performed on either Monday or Wednesday of the first week of every month unless otherwise agreed to by Contractor and City:

1. Dust outer panels of air vents and dust interior airflow vents.
2. Machine scrub and wax all composition floors.
3. Dust all blinds.

4. Vacuum all upholstered furniture, such as desk chairs, guest chairs, cubicle panels, etc. Spot clean as necessary.
5. Machine scrub front porch and stairs from front doors to sidewalk.

The following service shall be performed each Week:

Vacuum and dust the City Council Chambers the first, second, third, and fourth Tuesday of every month prior to 6 p.m.

The following service shall be performed each Quarter:

1. Clean the outside and inside of all windows in July and October.
- 2.

The following services shall be performed Semi-Annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by the Contract Officer. Cleaning is to occur in November or a date to be determined by Contract Officer.

ITEMS 1B: CITY HALL

2175 CHERRY AVENUE`

Hours of Work: 7:00 p.m. to 6:00 a.m.

Note: The following six (6) months will include the following services:

The following services shall be performed every Monday through Friday:

1. Clean restroom floors with germicidal detergent solution.
2. Clean restroom basins, countertops, and fixtures with a mild abrasive cleaner.
3. Clean restroom toilet bowls and urinals with an acid based disinfectant bowl cleaner.

*Please refer to the manufacturer's recommended practices on treating and cleaning the City's water-free urinals. (City will provide manufacturer's document on servicing water- free urinals.)

4. Clean, disinfect and refill all restroom dispensers. Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers.
5. Wash and polish restroom mirrors, powder shelves, bright work, etc., including flushometers, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
6. Wash both all hard-surface floors with cleaning/ disinfectant solution.
7. Empty all recycle containers as needed and place material in outside recycle bin.
8. Clean, sanitize, and polish all drinking fountains. Clean splash marks from walls around drinking fountain.
9. Clean and polish kitchen, lunchroom and coffee areas, microwaves, counter areas, stove-tops, refrigerators, sinks, and tables.
10. Vacuum all traffic sides of restroom toilet seats with germicidal solution.
11. Spot clean restroom doors, walls and partitions.
12. Plunge stopped up toilets and drains as necessary.
13. Leave report of any leaks or drains that remain plugged.

14. Empty and reline all wastebaskets and restroom disposal containers and remove trash to outside bin area.
15. Sweep and wet mop areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.
16. Fill kitchen and lunchroom paper towel and cup dispensers.

The following services shall be performed every Monday, Wednesday, and Friday:

1. Spot clean carpet stains with rug cleaner.
2. Clean any glass top desks or counter areas with glass cleaner.
3. Remove smudges from doors, doorframes, handles, knobs and bars, woodwork and wall switches. Remove finger marks, ink marks, graffiti, and smudges from tabletops, walls and counters.
4. Spot clean partitions, glass doors, glass or mirrored walls and display cases.

The following services shall be performed every Monday:

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.
2. Perform high dusting, such as tops of doorframes, partitions, air vents, etc.
3. Vacuum all carpets and rugs COMPLETELY.
4. Sweep all stairwells and clean handrails and banisters.
5. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.
6. Clean inside of microwaves.
7. Polish all metal door frames, kick, and push plates.
8. Wash kitchen cabinet doors.

The following services shall be performed on the second and fourth Tuesday of each month, after 7:00 pm. (The City of Signal Hill holds City Council meetings on the second and fourth Tuesday, so services performed should begin after Council meeting is completed.)

CITY HALL TOP FLOOR UPPER LEVEL CONFERENCE ROOM

1. Consolidate, if possible, all food into 2 trays and cover with aluminum foil.
2. Bring down the leftover food to the kitchen downstairs and put away in the refrigerator.
3. Wipe Conference Room counters clean.
4. Leave basket of snacks -chocolates etc. in the room. Leave all drinks in the room.
5. Dispose dirty paper plates, napkins, and flatware (plastic).

The following services shall be performed on either Monday or Wednesday of the first week of every month unless otherwise agreed to by Contractor and City:

1. Dust outer panels of air vents and dust interior airflow vents.
2. Machine scrub and wax all composition floors.
3. Dust all blinds.
4. Vacuum all upholstered furniture, such as desk chairs, guest chairs, cubicle panels,

- etc. Spot clean as necessary.
5. Machine scrub front porch and stairs from front doors to sidewalk.

The following service shall be performed each Week:

Vacuum and dust the City Council Chambers the first, second, third, and fourth Tuesday of every month prior to 6 p.m.

The following service shall be performed each Quarter:

1. Clean the outside and inside of all windows in January, April, July and October.

The following services shall be performed Semi-Annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by the Contract Officer. Cleaning is to occur in April and November or a date to be determined by Contract Officer.
2. Completely empty and clean inside of refrigerators after a one-week notice to employees (October and April).

The following services shall be performed Annually:

1. Clean all blinds in April.

**ITEM 2: SIGNAL HILL LIBRARY, COMMUNITY CENTER AD POLICE SHOOTING RANGE
1800 EAST HILL STREET
HOURS OF WORK: 11 p.m. to 6 a.m.**

The following services shall be performed every Monday through Saturday:

1. Clean restroom floors with germicidal detergent solution.
2. Clean restroom basins, countertops, and fixtures with a mild abrasive cleaner.
3. Clean restroom toilet bowls and urinals with an acid based disinfectant bowl cleaner. Please refer to the manufacturer's recommended practices on treating and cleaning the City's water-free urinals. (City will provide manufacturer's document on servicing water-free urinals.)
4. Clean, disinfect and refill all restroom dispensers. Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers.
5. Wash and polish restroom mirrors, powder shelves, bright work, etc., including flushometers, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
6. Wash both sides of restroom toilet seats with germicidal solution.
7. Spot clean restroom doors, walls and partitions.
8. Plunge stopped up toilets and drains as necessary.
9. Leave report of any leaks or drains that remain plugged.
10. Empty and reline all wastebaskets and restroom disposal containers and

remove trash to outside bin area.

11. Sweep and wet mop all hard-surface floors with cleaning/ disinfectant solution.
12. Empty all recycle containers as needed and place material in outside recycle bin.
13. Clean, sanitize, and polish all drinking fountains. Clean splash marks from walls around drinking fountain.
14. Clean and polish kitchen, lunchroom and coffee areas, microwaves, counter areas, stove- tops, refrigerators, sinks, and tables.
15. Vacuum all traffic areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.
16. Fill kitchen and lunchroom paper towel and cup dispensers.
17. Sweep and mop stairs and stairway.

The following services shall be performed every Monday, Wednesday and Friday:

1. Spot clean carpet stains with rug cleaner.
2. Clean any glass top desks or counter areas with glass cleaner.
3. Remove smudges from doors, doorframes, handles, knobs and bars, woodwork and wall switches.
4. Remove finger marks, ink marks, graffiti, and smudges from tabletops, walls and counters.
5. Spot clean partitions, glass doors, glass or mirrored walls and display cases.
6. Vacuum all carpets and rugs COMPLETELY

The following services shall be performed every Monday:

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.
2. Perform high dusting, such as tops of doorframes, partitions, air vents, etc.
3. Sweep all stairwells and clean handrails and banisters.
4. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.
5. Clean inside of microwaves.
6. Polish all metal door frames, kick, and push plates.
7. Wash the children's "cubbies" in the Youth Center with germicidal solution.
8. Wash kitchen cabinet doors in the Community Center.
9. Sweep and pick up leaves and debris from the Community Center patios; (One on the North side and one on the south side of the building).
10. Clean patio areas.

The following services shall be performed one day per month on either Monday or Wednesday of the first week of every month unless otherwise agreed to by Contractor and City:

1. Remove outer panels of air vents and dust interior airflow vents.
2. Machine scrub and wax all composition floors and vinyl floors.
3. Dust all blinds.
4. Vacuum all upholstered furniture, such as desk chairs, guest chairs, etc. Spot clean as necessary.
5. Clean out the grease trays on the Community Center stove.
6. Machine scrub front walkway under overhang.

The following service shall be performed each Quarter:

1. Clean the outside and inside of all windows in January, April, July, and October.
2. Perform high dusting, such as tops of bookshelves in January, April, July and October.
3. Power wash and scrub the front of the Community/Youth Center.

The following services shall be performed Semi-Annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by Contract Officer. Cleaning is to occur in April and November or a date to be determined by Contract Officer.
2. Completely empty and clean inside of refrigerators after a one-week notice to employees (October and April).

The following services shall be performed Annually:

1. Clean all blinds in April.

The following services shall be performed once per month at the Library:

1. Pressure wash terrace, walkways and patio.

Police Shooting Range - Located in the basement of Community Center

Janitorial Services:

Sweep the stairs and range floor.

Vacuum the office.

Dust for cobwebs in the office and range.

Clean the counters in the office.

Mop the range floor.

Hours of Work:

To be determined by Contract Officer. Scheduled in coordination with the Police Department. Police Supervision required on site during scheduled cleaning.

ITEM 3: SIGNAL HILL PARK RESTROOMS

HOURS OF WORK: 11 p.m. to 6 a.m.

The following services shall be performed every Monday through Saturday:

1. Clean and sanitize bowls, urinals, and sinks.
2. Clean and polish fixtures and tops of partitions.
3. Completely flush and clean restroom floors with germicidal detergent solution.
4. Spot clean restroom walls and partitions.
5. Report any vandalism and graffiti on inside or outside of restroom to City representative.
6. Clean, disinfect and polish all drinking fountains.
7. Clean splash marks from walls around drinking fountain.
8. Refill toilet rolls.
9. Plunge stopped up toilets and drains as necessary.

Restrooms to be cleaned before, during, and following conclusion of event.

ITEM 4: CITY YARD

2175 EAST 28TH STREET

Hours of Work: 5:30 p.m. to 6:00 a.m.

The City Yard facility is comprised of various buildings including offices, shops, and Well 9 facility. The following scope of work for the City Yard Facility shall incorporate all locations listed above.

The following services shall be performed every Monday through Friday:

1. Clean restroom, shower and locker room floors with germicidal detergent solution.
2. Clean restroom basins, countertops, and fixtures with a mild abrasive cleaner.
3. Clean restroom toilet bowls and urinals with an acid based disinfectant bowl cleaner. Please refer to the manufacturer's recommended practices on treating and cleaning the City's water-free urinals. (City will provide manufacturer's document on servicing water-free urinals.)
4. Clean, disinfect and refill all restroom and shower dispensers. Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers.
5. Wash and polish restroom mirrors, powder shelves, bright work, etc., including flushometers, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
6. Wash both sides of restroom toilet seats with germicidal solution.
7. Spot clean restroom doors, walls, and partitions.
8. Plunge stopped up toilets and drains as necessary.
9. Leave report of any leaks or drains that remain plugged.
10. Empty and reline all wastebaskets and restroom disposal containers and remove trash to outside bin area.

11. Sweep and wet mop all hard-surface floors with cleaning/ disinfectant solution.
12. Empty all recycle containers as needed and place material in outside recycle bin.
13. Clean, sanitize, and polish all drinking fountains. Clean splash marks from walls around drinking fountain.
14. Clean and polish kitchen, lunchroom and coffee areas, microwaves, counter areas, stove- tops, refrigerators, sinks, and tables.
15. Vacuum all traffic areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.
16. Fill kitchen and lunchroom paper towel and cup dispensers.

The following services shall be performed every Monday, Wednesday and

Friday:

1. Spot clean carpet stains with rug cleaner.
2. Clean any glass top desks or counter areas with glass cleaner.
3. Remove smudges from doors, doorframes, handles, knobs and bars, woodwork, and wall switches.
4. Remove finger marks, ink marks, graffiti, and smudges from tabletops, walls, and counters.
5. Spot clean partitions, glass doors, glass or mirrored walls, and display cases.

The following services shall be performed every Monday:

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.
2. Perform high dusting, such as tops of doorframes, partitions, air vents, etc.
3. Vacuum all carpets and rugs COMPLETELY.
4. Sweep all stairwells and clean handrails and banisters.
5. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.
6. Clean inside of microwaves.
7. Polish all metal door frames, kick, and push plates.
8. Scrub and disinfect shower walls and doors.
9. Wash kitchen cabinet doors.
10. Clean patio areas.

The following services shall be performed one day per month on either Monday or Wednesday of the first week of every month unless otherwise agreed to by Contractor and City:

1. Remove outer panels of air vents and dust interior airflow vents.
2. Machine scrub and wax all composition floors, and hard floor surfaces including

- concrete and tile at restrooms, hallways, and locker rooms.
3. Dust all blinds.
 4. Vacuum all upholstered furniture, such as desk chairs, guest chairs, etc. Spot clean as necessary.

The following service shall be performed each Quarter:

1. Clean the outside and inside of all windows in October, January, April and July.

The following services shall be performed Semi-Annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by Contract Officer. Cleaning is to occur in April and November or a date to be determined by Contract Officer.
2. Completely empty and clean inside of refrigerators after a one-week notice to employees (October and April).

The following services shall be performed ANNUALLY.

1. Clean all blinds in April.

ITEM 5: POLICE DEPARTMENT

2745 WALNUT AVENUE

HOURS OF WORK: 7:30 a.m. to 4 p.m.

Due to the sensitive nature of the Police Department facility, the Police Department requires that specifically assigned employees of the Contractor be pre-approved by the City prior to working inside the premises. On an actual work day, the assigned employee(s) shall serve as a day porter, and remain on-site for the entire 8-hour shift, to complete the below listed tasks. Each work shift, Contractor employee(s) shall sign-in and sign-out on the Police Department's Cleaning Crew Sign-in Sheet.

The Contractor shall perform the below scope of services in the Police Department facility, every **Monday through Sunday**. The tasks to be performed for each room of the facility are outlined in detail by specific room/area.

Basic Skills:

All day porters will be trained and possess all of the necessary skills for custodial maintenance, to include general knowledge for the acceptable performance of the tasks listed. The day porters must be able to communicate effectively in both written and verbal English. The day porters shall be capable of productive work in an independent, unsupervised manner, working with minimum direction. Only personnel meeting these qualifications shall be employed in this work. Any person failing to meet these requirements, or who is otherwise unsatisfactory, shall be replaced immediately at the discretion of the City.

In addition to the below tasks, day porter shall regularly inspect and service all restrooms, especially all public use restrooms, to ensure floors and walls are clean and free from debris and all dispensers are full.

Inspect and clean any and all accumulations of dirt, debris, and spills in all public hallways, corridors, entrances, exits, stairs, and stairwells.

Report any general maintenance deficiencies directly to the contract administrator or the Public Works Department at (562) 989-7250. The day porter shall give a full description and location of the work required. On occasion, the Day Porter may be required to assist repair personnel with location clean-up during an emergency.

The following service shall be performed each Quarter:

1. Clean the outside and inside of all windows in January, April, July and October.
2. Off-hours power scrub stone tiled floors.
3. Off-hours power scrub and wax composition tile floors.

The following services shall be performed Semi-Annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by Contract Officer. Cleaning is to occur in April and November or a date to be determined by Contract Officer.
2. Completely empty and clean inside of refrigerators after a one-week notice to employees (October and April).

The following services shall be performed Annually:

1. Clean all blinds in April.
2. Dry clean all curtains in May.

The following services shall be performed Monday to Sunday:

PUBLIC LOBBY

Clean glass windows, and bullet resistant glass using proper cleaning products and methods, clean doors, door jambs, and light switches, telephones and door handles. Clean window ledges. Clean hangings, paintings, pictures, cabinets and doorjambs and decorative items. Clean and dust the magazine rack. Dust mop to remove cobwebs, dust and lint from walls. Mop floor and vacuum using the powered vacuum. Spot clean carpets, and wipe down and clean benches. Clean, dust, then disinfect public countertop. Wipe down the cabinet doors to the jail visitation system and then clean that workstation including the monitor, and the floor.

PUBLIC RESTROOM

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

HALLWAYS

Dust mop floor, wash doors and door knobs and jambs, dust ledges & window sills, clean, then disinfect drinking fountains, dust and wipe down light switches, pictures, outlets and other hanging items. Remove boot marks from floors and walls, and the chair rails. Clean and dust name plaques.

EOC RESTROOMS

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out. Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves. Dust roll down door with wood cleaning product such as pledge. Clean sink, coffee maker, and countertops. Clean inside and outside of microwave. Clean outside patio furniture.

ADMINISTRATIVE OFFICES - CHIEF, CAPT., LT.

Empty trash, pick up debris, arrange furniture, spot clean carpet stains, vacuum floors, clean door, door handles, and door jambs, wipe down light switches and outlets. Clean, dust then disinfect table and chairs, wipe down phone, dust furniture and items on shelves.

CHIEF'S RESTROOM

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

ADMINISTRATION - CONFERENCE, SITTING AREA, ADMIN. ASSISTANT AREA, SECURE FILE STORAGE ROOM

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves. Clean sink, coffee maker, coffee pots and countertops.

RECORDS BUREAU- INCLUDING RECORDS SUPERVISOR OFFICE

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash

doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean lobby window using the correct cleaning products and methods. Dust and clean lobby countertop. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves.

COMMUNICATIONS - INCLUDING BREAK AREA

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves. Clean sink, coffee maker, and countertops. Dust mop linoleum floor. Clean outside and inside of refrigerator, and microwave. Wipe down lockers.

COMMUNICATIONS RESTROOM

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

COPY ROOM

Dust cabinets, empty pencil sharpeners, empty trash cans, re-supply paper towels and soap if needed, wash counters, clean coffee maker and pots, wipe down copier, and other equipment, pick up debris, wash doors, dust mop or vacuum floor as appropriate.

DETECTIVE BUREAU- INCLUDING DET. SGT. OFFICE

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re- supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean door knobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves.

WATCH COMMANDER OFFICE

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves.

VOLUNTEER SERVICES OFFICE

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures.

Clean inside windows and ledges. Clean and dust countertops, filing cabinets and shelves.

REPORT WRITING ROOM

Empty trash/replace liners, empty recycle bins if applicable, empty pencil sharpeners, pick up debris, re-supply soap/towels, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean and dust countertops, filing cabinets and shelves. Remove boot marks from walls and other locations.

KITCHEN/BREAK ROOM

Wash tables, dust room, take out trash, pick up debris, wash doors and windows, wash sink and countertop, re-supply soap and paper towels as needed, dust mop floors and mop. Wipe down TV and vending machines, clean and disinfect trash cans, clean outside and inside of refrigerator. Clean coffee maker and pots, empty filter. Clean inside and outside of microwave. Wipe down and clean outdoor furniture, and ensure that barbeque is clean, covered and ready to be used.

WOMEN'S RESTROOM - SHOWERS

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub showers sinks/toilets/urinals (especially walls behind toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

WOMEN'S SLEEP ROOM

Empty trash, pick up debris, remove linens if left in there, wipe off mattresses, arrange furniture, spot clean floors, dust furniture, wash doors and jambs, clean walls, vacuum floors, wipe off light fixtures, switches and outlets.

WOMEN'S LOCKER ROOM

Empty trash cans; pick up debris, dust mop floors, wash doors, door handles and jambs. Wipe down metal fixtures, dust lockers and other areas. Remove boot marks from floors, walls, and lockers. Wipe off phones, clean walls.

EXERCISE ROOM

Empty trash cans; pick up debris, sweep floors, and vacuum corners, wash doors, door handles and jambs. Wipe down and disinfect exercise equipment, wipe down metal fixtures, dust lockers and other areas. Remove marks from walls. Wipe off phone, clean walls. Wipe off window sills and clean windows, wipe down TV.

MEN'S RESTROOM

Empty trash cans, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub showers/sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

MEN'S LOCKER ROOM

Empty trash cans; pick up debris, dust mop floors, wash doors, door handles and jambs. Wipe down metal fixtures, dust lockers and other areas. Remove boot marks from floors, walls, and lockers. Wipe off phones, clean walls.

MEN'S SLEEP ROOM

Empty trash, pick up debris, remove linens if left in there, wipe off mattresses, arrange furniture, spot clean floors, dust furniture, wash doors and jambs, clean walls, vacuum floors, wipe off light fixtures, switches and outlets.

BRIEFING ROOM - INCLUDES MAILBOX AREA

Empty trash/replace liners, empty recycle bins if applicable, clean white boards and their trays, pick up debris, wipe down chrome/stainless fixtures, wipe outlets and switches down, arrange furniture, dust high/low, dust cabinet tops and desktops and all furniture. Spot clean carpets as needed, vacuum floors using powered vacuum, wash doors inside/outside and door jamb. Clean doorknobs and telephones and computers, monitors, photocopiers and printers dusted and wiped down. Dust pictures. Clean and dust countertops, filing cabinets and shelves. Remove boot marks from walls and other locations.

JUVENILE DETENTION ROOM

Wash windows and ledges, clean walls, pick up debris, wash doors, dust mop or vacuum floor as appropriate.

JUVENILE DETENTION RESTROOM

Empty trash, clean ceiling, re-supply soap/towels/tissues, etc., sweep floors, scrub sinks/toilets/urinals (especially walls behind urinals and toilets) and fixtures with disinfectant, wash walls, dry sinks and chrome/stainless fixtures with towels, wipe down partitions, mop floors with disinfectant and wash doors inside and out.

CUSTODIAL ROOM AND STORAGE ROOM

Clean custodial cart, equipment & tools, re-stock cart if needed, store in proper location, clean custodial sink, organize custodial supplies, and clean custodial room, and wet mop.

COMPOUND (Except Trash Cans)

Sweep concrete walkways as needed, pick up trash and litter, remove cobwebs from buildings. Empty trash cans and replace liners. Dust outdoor lockers, ensure that parking lot is clean, clear of excess dirt and debris, and periodically clean windows outside. Clean doors. Wipe down stainless steel drip edge surrounding the building.

**ITEM 6: DISCOVERY WELL PARK
(COMMUNITY ROOM AND RESTROOMS)
2200 TEMPLE AVENUE
HOURS OF WORK: 11 p.m. to 6 a.m.**

The following services shall be performed every Monday to Sunday:

1. Clean restroom floors with germicidal detergent solution.
2. Clean restroom basins, countertops, and fixtures with a mild abrasive cleaner.
3. Clean restroom toilet bowls and urinals with an acid based disinfectant bowl cleaner. Please refer to the manufacturer's recommended practices on treating and cleaning the City's water-free urinals. (City will provide manufacturer's document on servicing water-free urinals.)
4. Clean, disinfect and refill all restroom dispensers. Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers.
5. Wash and polish restroom mirrors, powder shelves, bright work, etc., including flushometers, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
6. Wash both sides of restroom toilet seats with germicidal solution.
7. Spot clean restroom doors, walls and partitions.
8. Plunge stopped up toilets and drains as necessary.
9. Leave report of any leaks or drains that remain plugged.
10. Empty and reline all wastebaskets and restroom disposal containers and remove trash to outside bin area.
11. Sweep and wet mop all hard-surface floors with cleaning/ disinfectant solution.
12. Empty all recycle containers as needed and place material in outside recycle bin.
13. Clean, sanitize, and polish all drinking fountains. Clean splash marks from walls around drinking fountain.
14. Clean and polish kitchen, lunchroom and coffee areas, microwaves, counter areas, stove-tops, refrigerators, sinks, and tables.
15. Vacuum all traffic areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.
16. Fill kitchen and lunchroom paper towel and cup dispensers.

The following services shall be performed every Monday, Wednesday and Friday:

1. Spot clean carpet stains with rug cleaner (no carpet at location at this time).
2. Clean any glass top desks or counter areas with glass cleaner.
3. Remove smudges from doors, doorframes, handles, knobs and bars, woodwork and wall switches.
4. Remove finger marks, ink marks, graffiti, and smudges from tabletops, walls and counters.

5. Spot clean partitions, glass doors, glass or mirrored walls and display cases.

The following services shall be performed every Monday:

1. Perform low dusting of chairs, bottoms of furniture, baseboards, etc.
2. Perform high dusting, such as tops of doorframes, partitions, air vents, etc.
3. Vacuum all carpets and rugs COMPLETELY. (no carpet at this time)
4. Sweep all stairwells and clean handrails and banisters.
5. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.
6. Clean inside of microwaves.
7. Polish all metal door frames, kick, and push plates.
8. Wash kitchen cabinet doors.
9. Clean patio areas.

The following services shall be performed every Monday or Wednesday of the first week of every month unless otherwise agreed to by the Contractor and City:

1. Remove outer panels of air vents and dust interior airflow vents.
2. Machine scrub and wax all composition floors and tile floors.
3. Dust all blinds.
4. Vacuum all upholstered furniture, such as desk chairs, guest chairs, etc. Spot clean as necessary.

The following services shall be performed each quarter :

1. Clean the outside and inside of all windows in October, January, April and July.

The following services shall be performed semi-annually:

1. Weekend steam extraction cleaning of all carpets. Methods and procedures must be approved by Contract Officer. Cleaning is to occur in April and November or a date to be determined by Contract Officer. (No carpets at this time.)
2. Completely empty and clean inside of refrigerators after a one-week notice to employees (October and April).
- 3.

ITEM 7: PRESSURE WASHING AT CITYWIDE PARKS

The Contractor shall pressure wash designated areas at various City Parks on a weekly (W) or biweekly (B) schedule, as outlined below:

Pressure Washing at City Parks – Frequency Table

City Park	Playground	Shelters	Picnic	Benches	Trashcans	Walkways	Frequency
Signal Hill Park 2175 Cherry Ave.	X	X	X	X	X	X	W
Discovery Well Park 2200 Temple Ave.	X	X	X	X	X	X	W
Reservoir Park 3315 Gundry Ave.	X	X	X	X	X	X	W
Calbrisa Park 2451 California Ave.	X		X	X	X	X	B
Hilltop Park 2351 Dawson Ave.		X	X	X	X	X	W
Signal Hill Dog Park 3100 California Ave.				X	X	X	W
Sunset View 2300 Skyline Dr.				X	X	X	B
Raymond Arbor Park 1881 Raymond Ave	X		X	X	X	X	B
Heritage Point Park 1901 Creston Ave.				X	X	X	B
Hillbrook Park 2175 Cherry Ave.	X	X	X	X	X	X	W

The contractor will perform all services during the designated hours of 7:00 a.m. to 11:00 a.m. Monday through Friday, to minimize disruption. The scope of work includes hot pressure washing of all walkways, shelter areas, benches, picnic tables, and trashcans as described above. The selected contractor shall use “Simple Green Oxy Solve” or a chemical determined to be an approved equal by the City. The estimated total time required for pressure washing services is 20 hours per week.

ITEM 8: PORTABLE RESTROOM TRAILER CLEANING

(As requested basis only)

Contractor will provide services for the portable restroom trailer an as-requested basis. The number of cleaning events per year may change. City shall pay for the services of cleaning the portable restroom trailer only when a cleaning event actually occurs.

1. Clean restroom basins, countertops, and fixtures with a mild abrasive cleaner.
2. Clean restroom toilet bowls and urinals with an acid based disinfectant bowl cleaner. Please refer to the manufacturer's recommended practices on treating and cleaning water- free urinals. (City will provide manufacture's document on servicing water-free urinals).
3. Clean, disinfect, and refill all restroom dispensers. Toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers.
4. Wash and polish restroom mirrors, powder shelves, bright work, etc.
5. Wash both sides of restroom toilet seats with germicidal solution.
6. Spot clean restroom doors, walls, and partitions.
7. Empty and reline all wastebaskets and restroom disposal containers and

remove trash to outside bin area.

8. Sweep and wet mop all hard-surface floors with cleaning/disinfectant solution.

ITEM 9: P.R.I.D.E BUILDING CLEANING

(As requested basis only)

Contractor will provide services for the P.R.I.D.E Building on an as-requested basis. The number of cleaning events per year may change. City shall pay for the services of cleaning the P.R.I.D.E building only when a cleaning event actually occurs.

1. Clean restroom basin, countertop, and fixtures with a mild abrasive cleaner.
2. Clean restroom toilet bowl and urinal with an acid based disinfectant bowl cleaner.
3. Clean, disinfect and refill restroom dispenser. Refill toilet tissue, hand soap, seat cover, paper towels, sanitary supplies and deodorizers.
4. Wash and polish restroom mirror, powder shelves, bright work, etc., including flushometers, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partition.
5. Wash both sides of restroom toilet seat with germicidal solution.
6. Spot clean restroom door, walls and partitions.
7. Plunge stopped up toilet and drain as necessary.
8. Leave report of any leaks or drains that remain plugged.
9. Empty and reline all wastebaskets and restroom disposal containers and remove trash to outside bin area.
10. Vacuum all traffic areas of carpets, rugs, and entrance mats. Remove any staples, paper clips, etc. from carpets.
11. Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, display stands, browsing racks, shelves, book returns, pen sets, wall pictures, window sills, bookcases and other office equipment using specially treated dust cloths. Desks and tables covered with papers excepted. Desk or cabinet tops will be thoroughly cleaned when left cleared.

Exhibit "B"
Schedule of Maintenance Services

Contractor shall perform all services with the term of the Agreement and in accordance with the Specifications set forth under Exhibit "A" and Exhibit "A-1".

Exhibit “C”
Compensation

Item	Facility	Address	SF	Schedule	Monthly Lump Sum
1A	City Hall (Council Chambers only for the first six (6) months.	2175 Cherry Ave.	15,482	Every Monday-Friday (7 pm - 6 am)	\$996.00
1B	City Hall	2175 Cherry Ave.	15,482	Every Monday-Friday (7 pm – 6 am)	\$1,941.00
2	Signal Hill Public Library/Community Center/ Police Shooting Range	1800 E. Hill St.	12,486	Every Monday-Saturday (11 pm- 6 am)	\$2,583.00
3	Signal Hill Park Restrooms	Various	Various	Every Monday – Saturday (11 pm – 6 am)	\$650.00
4	City Yard	2175 E. 28 th St.	Various	Every Monday-Friday (5:30 pm – 6 am)	\$1,266.00
5	Police Department	2745 Walnut	21,844	Every Monday-Sunday (7:30 am- 4 pm)	\$6,537.00
6	Discovery Well Park (Community Rom and Restrooms)	2200 Temple Ave.	1,681	Every Monday-Sunday (11 pm- 6 am)	\$821.00
7	Pressure Washing at Citywide Parks	Please refer to the “Pressure Washing at City Parks – Frequency Table” as shown on Exhibit “A”			\$7,935.00
Total Monthly Cost for all facilities				First Six Months	\$20,788.00
				Ongoing	\$21,733.00
Total Annual Contract Cost					\$255,126.00

EXTRA SERVICES		
Note: These services are not part of the Total Annual Price, but should reflect the costs of unscheduled, requested services not included in the scheduled services		
ITEM		COST PER HOUR /SHIFT
1	Portable Restroom Trailer Cleaning, for cleaning based on tasks in Exhibits A and A-1	\$ <u>120</u> Per cleaning shift
2	PRIDE Building, for cleaning based on tasks in Exhibits A and A-1	\$ <u>240</u> Per cleaning shift
3	ONE CUSTODIAN, WEEKDAYS BETWEEN 8:00 AM AND 6:00 PM	\$ <u>40</u> Per hour
4	ONE CUSTODIAN, WEEKNIGHTS BETWEEN 6:00	\$ <u>40</u> Per hour
5	ONE CUSTODIAN, WEEKENDS	\$ <u>45</u> Per hour
6	FURNITURE SHAMPOO	\$ <u>30</u> Per furniture piece
7	CARPET SHAMPOO	\$ <u>0.14</u> Per square foot
8	WAX/BUFF FLOORS	\$ <u>0.30</u> Per square foot

Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

EXHIBIT "D"

INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided 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.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. [***NOTE: If Contractor does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Contractors Pollution Liability:** Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability and Contractor's Pollution Liability"

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the

Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.