CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND UNIFIED CLEANING SERVICES, INC.

THIS CONTRACT, is made and entered into this	_, by and
between the City of Watsonville, a municipal corporation, hereinafter called	"City," and
Unified Cleaning Services, Inc., hereinafter called "Consultant."	

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from May 1, 2023 to April 30, 2025, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$341,000.00_____.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

- A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:
- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.
- C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without

thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

- A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.
- B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.
- C. The City Manager is empowered to terminate this Contract on behalf of City.
- D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

- A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such

other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

CONSULTANT

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040 Unified Cleaning Services, Inc. 3000 Haas Drive Aptos, CA 95003 (831) 663-4800

SECTION 22. EXHIBITS:

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Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY	CONSULTANT
CITY OF WATSONVILLE	UNIFIED CLEANING SERVICES, INC.
BY Rene Mendez, City Manager	BY Jose Perez, Owner
ATTEST:	
BY Irwin Ortiz, City Clerk	
APPROVED AS TO FORM:	
BY Samantha Zutler, City Attorney	

EXHIBIT "A"

SCOPE OF SERVICES

Facility	Location	Days of the week
Gene Hoularis & Waldo	30 Maple Avenue	M-F evening (after 8 pm)
Rodriguez Youth Center		
Ramsay Park Family Center	1301 Main Street	M-F evening (after 9 pm)
Callaghan Cultural Center	225 Sudden Street	M-F evening (after 7 pm)
Marinovich Community Center	120 Second Street	M-F evening (after 7 pm)
Watsonville Senior Center	114 E. 5 th Street	M-F evening (after 6pm)

GENE HOULARIS & WALDO RODRIGUEZ YOUTH CENTER, 30 MAPLE AVENUE

RESTROOMS - 5 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- I. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

CLASSROOMS, GYMNASIUM, KITCHEN & HALLWAYS

- Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Wipe down all tables and countertops.
- I. Dust all baseboards and sills.

STAFF OFFICE AREAS - 2 days/week service

a. Empty wastebaskets and recycle containers as needed, replace plastic liners.

- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

Monthly Service:

a. Wax and buff all hard-surfaced floors.

Semi-annual Services:

- a. Clean all exterior and interior windows of the facility, including upper windows in Youth Center avm
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc. over 10 feet in height.
- e. Steam clean all carpets.

RAMSAY PARK FAMILY CENTER, 1301 MAIN STREET

RESTROOMS – 5 days per week

- Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved čleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- Replenish all paper supplies and soap dispensers.
- Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

CLASSROOMS, MULTI-PURPOSE ROOMS, KITCHEN & HALLWAYS

a. Empty wastebaskets and recycle containers as needed, replace plastic liners.

- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard-surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Wipe down all tables and countertops.
- I. Dust all baseboards and sills.

STAFF OFFICE AREAS – 2 days/week service

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

Monthly Service:

a. Wax and buff all hard-surfaced floors.

Semi-annual Services:

- a. Clean all exterior and interior windows of the facility
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc.
- e. Steam clean all carpets.

CALLAGHAN PARK CULTURAL CENTER, 225 SUDDEN STREET

RESTROOMS – 5 days per week

- Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor

free.

- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- I. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

CLASSROOM, MULTI-PURPOSE ROOM, KITCHEN & HALLWAY

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard-surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls, mirrors and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods
- j. Wipe down all tables and countertops.
- k. Dust all baseboards and sills.

STAFF OFFICE AREA – 2 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- d. Clean door handles with approved cleaner.
- e. Spot clean walls and windows with approved cleaner.
- f. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- g. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week

- a. Wet mop all hard surface floors.
- b. Dust, clean and disinfect kitchen sinks and counters

Monthly Service:

a. Wax and buff all hard-surfaced floors.

Semi-annual Services:

- a. Clean all exterior and interior windows of the facility
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.

d. Remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc.

MARINOVICH PARK COMMUNITY CENTER, 120 SECOND STREET

RESTROOMS – 5 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- I. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

CLASSROOM, MULTI-PURPOSE ROOM, KITCHEN & HALLWAYS - 5 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard-surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Wipe down all tables and countertops.
- I. Dust all baseboards and sills.

STAFF OFFICE AREAS – 2 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

Monthly Service:

a. Wax and buff all hard-surfaced floors.

Semi-annual Services:

- a. Clean all exterior and interior windows of the facility
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc.
- e. Steam clean all carpets.

WATSONVILLE SENIOR CENTER, 114 E. FIFTH STREET

RESTROOMS – 5 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- Damp wipe/disinfect partitions (inside and out), doors, walls and tile. j. Damp wipe/disinfect partitionk. Mop floors with disinfectant.
- I. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

CLASSROOMS, GYMNASIUM, KITCHEN & HALLWAYS – 5 days per week

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard-surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.

- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Clean all white boards.
- I. Wipe down all tables and countertops.
- m. Dust all baseboards and sills.

STAFF OFFICE AREAS - 2 days per week

- Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

Monthly Service:

a. Wax and buff all hard-surfaced floors.

Semi-annual Services:

- a. Clean all exterior and interior windows of the facility
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc.
- e. Steam clean all carpets.

MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY - 7 days/week service

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. All doors and windows are to be checked, closed and locked securely.
- c. Report graffiti to City representative.
- d. Clean drinking fountains.
- e. Collect cardboard, flatten and place in recycle bins.
- f. Report location of all burnt out light bulbs to City representative.
- g. Spray buff floors in all restrooms
- h. Clean all ground level windows inside and out.
- i. Dust and/or wash interior walls (floor to ceiling) removing dust and debris.
- j. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, cabinets, crevices, counters, desks and open spaces.
- k. Apply tile cleaner/approved cleaner on restroom walls and tile surfaces.
- I. Remove all entry mats and clean pat down to remove dirt.

- m. Dust exterior of ceiling level vents.
- n. Remove, clean and replace all light fixtures lower than 10 feet in height.
- o. Wipe down all door hinges.

ADDITIONAL SERVICES

1. As Needed Event Clean Up (Per Service)

Services will be scheduled on an as needed basis (events typically occur Friday and/or Saturday night), following events held at the following locations.

- Small Sized Rooms (Callaghan, Marinovich)
- Medium Sized Rooms (Ramsay, Community Room, Senior Center, Youth Center Gymnasium)

2. Hourly Rate

Hourly rate to provide general janitorial services

3. Pressure Washing

Services will be scheduled on as needed basis

QUARTERLY SERVICES

a. Pressure wash all front entrances

ANNUAL SERVICES

- a. Deep clean of the kitchens at the Ramsay Park Family Center, Marinovich Park Community Center and Watsonville Senior Center.
 - Člean and degrease all stainless steel (except hood vents), all walls, doors/door frames, all ceiling titles, t-bar grids, light covers and fixtures, air vents, floor drains.
 - Sweet and mop all floors
 - 3. Clean inside ovens
 - 4. Clean Stove tops

<u>JANITORIAL STANDARDS</u> The contractor shall furnish all labor, materials, tools, cleaning supplies, services and special skills necessary for the provision of complete top-quality janitorial services from beginning to end of the contract. The work shall include all tasks needed to maintain the facilities, their furnishings and fixtures in sanitary condition and having an overall appearance of cleanliness and neatness.

- a. Facility surfaces and fixtures shall be free of dust, streaks, smudges and cobwebs. Tools such as feather dusters, which merely displace or redistribute dust, shall not be used unless treated to attract and hold the dust particles. All items moved to accomplish the task shall be returned to their original positions.
- b. Surfaces surrounding the entrance area shall be free of dirt, dust, fingerprints and have a clean appearance. Glass shall be free of streaks, smudges, fingerprints, etc.
- c. All walls should be spot cleaned to include removal of fingerprints and marks.
- d. Entrance mats shall be cleaned so that there is no dirt left on surfaces or on the floor underneath.
- e. Blinds shall be free of dust and give an overall clean appearance
- f. Furniture surfaces including tables and chairs shall be free of dirt, dust, debris, marks and film.

- g. Chrome and metal surfaces shall present a clean uniform shining appearance free of all soil, marks, smudges and streaks
- h. Disinfected surfaces shall be free of material containing living bacteria, viruses, or other contamination capable of causing infections.
- Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges and streaks and will have an adequate supply of the applicable dispensed products.
- j. Restroom, kitchen and fountain fixtures shall be disinfected and there will be no dust, dirt, spots or debris on the fixtures.
- k. Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film or any other foreign substances. All excess spray solution must be removed from any surrounding trim or surfaces. Glass must have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.
- I. Areas shall be policed to remove paper, trash, empty bottles, containers, any other discarded materials, cleaning spills, wet/muddy footprints. Policed areas shall be free of debris and present an overall clean, neat appearance.
- m. Trash and recycle receptacles shall be considered properly clean when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
- n. Restrooms shall be considered properly cleaned when the floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls and doors are cleaned with an odorless germicidal solution. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.
- o. Urinal cartridges need to be changed as needed when not draining properly.
- p. All trash/waste and soiled liners shall be removed from all trash/waste containers when and a new plastic liner fitted into the containers.
- q. Walls, ceilings, enclosures, grout and fixtures shall be cleaned with a germicidal solution and chrome/stainless steel buffed to a shine. There shall be no mold or odor remaining.
- r. Carpet spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area to its pre-soiled condition without leaving rings or discoloration.
- s. Sweeping or dust mopping shall remove all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original locations.
- t. Entrances should be clean and spot mopped, as needed.
- u. Damp mopped floors shall be free of all dirt, debris, soil, liquids or other foreign material. All splash marks and spots on walls/furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish the task shall be returned to their original positions. Mop and mop bucket needs to be rinsed after each use.
- v. Vacuuming shall remove all dust, dirt, lint and any other loose material. All items moved during this process shall be returned to their original positions.
- w. A floor that has been wet mopped or scrubbed with a mechanical scrubber shall be free of all dirt, debris, soil, liquid, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can reasonably be removed using these methods. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the task. All items moved during this process shall be returned to their original positions. Floor scrubbing shall not remove floor finish.

- x. Concrete and linoleum floors shall be resealed to maintain a uniform shiny surface.
- y. Facility Attendants on duty at any facility shall be available to respond within twenty minutes to any of the contract locations to cleanup reported problems such as spills or accidents.
- z. Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.

OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will regularly inspect the Contractor's work and rate it according to the maintenance standards stated above. Contractor shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with Contractor.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in and one hundred dollars (\$100) deduction from their monthly payment.

The first time a site fails to meet City Standards per the weekly inspections, the Contractor will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

- 1. First Penalty: Contractor to receive warning.
- 2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, Contractor will be assessed a \$25 monthly deduction per deficiency.
- 3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, Contractor will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

- 1. Written notice of the problem.
- 2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
- 3. Conference between City's representative and Contractor's principal.
- 4. Imposition of penalties and/or correcting defect at Contractor's cost.
- Termination of Contract.

There will be a financial impact to Contractor if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

<u>SAFETY & SECURITY</u> Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. All floors should be completely dry by the opening of facilities each day. Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

FINGERPRINTING AND BACKGROUND CHECKS All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. Contractor is responsible for maintaining and updating background check information for their employees. Contractor will be charged for each employee's background check.

<u>EMERGENCY SITUATIONS</u> For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Coordinator or designated staff to report the issue immediately (24-hours/day).

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

May 1, 2023 - April 30, 2025.

Janitorial services will be suspended if facilities are closed. City will notify Contractor to suspense and resume services, as needed.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed _\$341,000.00.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

Facility	Monthly Amount	
Callaghan Cultural Center	\$1,475	
Ramsay Park Family Center	\$2,165	
GHWR Youth Center	\$2,785	
Marinovich Community Center	\$1,255	
Watsonville Senior Center	\$1,375	
Additional Services		
Event Clean Up	 Small Sized Room (Callaghan, Marinovich): \$250 Medium Sized Room (Ramsay, Watsonville Senior Center): \$300 Large Sized Room (Civic Plaza Community Room): \$300 	
Pressure Washing of Entrances	\$150 per occurrence	
Hourly Rate	\$39 per hour	
Quarterly Services	\$1,245 per occurrence	
Annual Services	\$2,800 per occurrence	

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.