

ATTACHMENT A

JANITORIAL SERVICES AGREEMENT WITH ED BUILDING MAINTENANCE SERVICES FOR PARK & BEACH RESTROOM PORTERING AND PAPER GOOD DELIVERY SERVICES

THIS JANITORIAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 13th day of August, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ED BUILDING MAINTENANCE SERVICES, a California General Partnership ("Contractor"), whose address is 23535 Palomino Dr., Suite 249, Diamond Bar, CA 91765, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform janitorial services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the janitorial services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on August 31, 2022, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow community professional standards with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, in performing the Work required hereunder, and that all materials will be of good quality.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Two Million Four Hundred Fifteen Thousand Dollars and 00/100 (\$2,415,000.00)**, without prior written amendment to the Agreement.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Billie Alexander to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Fleet/Facilities Manager or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on

the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. 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 to Contractor under this Agreement.

20. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

22. CONFLICTS OF INTEREST

22.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

22.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

23. NOTICES

23.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

23.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Fleet/Facilities Manager
Public Works
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

23.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Billie Alexander
ED BUILDING MAINTENANCE SERVICES
23535 Palomino Dr., Suite 249
Diamond Bar, CA 91765

24. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and

identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

25. TERMINATION

25.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

25.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

26. LABOR

26.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

26.2 Contractor shall comply with all applicable provisions of the California Labor Code, including the Displaced Janitors Opportunity Act (Labor Code §§1060-1065).

26.3 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

26.4 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

26.5 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable

federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

27. STANDARD PROVISIONS

27.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

27.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

27.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

27.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

27.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

27.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

27.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

27.10 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, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

27.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

27.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/30/2019

By: *Aaron C. Harp*
For: Aaron C. Harp
City Attorney

*07.30.19
AMZ*

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Diane B. Dixon
Mayor

**CONTRACTOR: ED BUILDING
MAINTENANCE SERVICES**, a California
General Partnership

Date: _____

By: _____
Billie Alexander
Partner

Date: _____

By: _____
Ann Alexander
Partner

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES



SCOPE OF SERVICES

PART I: PARK AND BEACH RESTROOM CLEANING

Contractor shall provide all the labor, materials, supplies, equipment, cleaning services, expertise and supervision necessary to perform detailed janitorial services for the City's public restrooms at the specified parks and beaches facilities in clean and serviceable conditions at all times.

Contractor shall provide a cleaning plan that includes a schedule detailing the methodology for visually inspecting, cleaning, and restocking restrooms on a daily basis, year-round. Daily janitorial services shall include, but are not limited to:

1. Removing trash in restroom, in trash containers, and outside perimeter including planters.
2. Sweeping adjacent outside ramps and walkways.
3. Hose down interior floors of all facilities.
4. Sweeping, cleaning, and mopping all floors with an antibacterial disinfectant cleaner.
 - a. Clean mop water will be used for each separate facility.
 - b. Liquid floor drain maintainers will be used weekly.
5. Cleaning floor drain tops and troughs of all debris.
6. Cleaning, sanitizing, and towel -drying drinking fountains and removing encrustations.
7. Cleaning and sanitizing all toilets, urinals, and sinks.
 - a. Stainless -steel sinks will be polished so that all visible stains are removed.
 - b. Sprayable bacteria digester will be used in area surrounding urinals and men's toilets.
 - c. Liquid uratic salt remover will be used in urinals weekly.
 - d. Urinal deodorizer screens will be replaced monthly.
 - e. Toilets and urinals will be unclogged as needed.
8. Dusting, cleaning, and drying restroom fixtures.
9. Sweeping and cleaning shower areas.
 - a. Outdoor showers will be shoveled and swept of sand, and hosed down as needed.
 - b. Interior showers will be cleaned and detailed
10. Cleaning and refilling all dispensers for soap, toilet paper, paper towels and seat covers on each visit.
11. Cleaning partitions and walls.
12. Utilizing long- lasting, spray liquid fragranced air freshener;

13. Removing small graffiti incidents with a graffiti removal product. Larger graffiti incidents shall be reported to Project Administrator immediately.
14. Power-washing and applying disinfectant and deodorizer to ceiling, walls, floors, and drainage troughs (monthly detail only).
15. Prior to entering restrooms, Contractor personnel shall announce who they are and that they are there to clean the restrooms. Signs shall be posted stating that the restrooms are being cleaned. Signs shall be posted where they will inhibit patrons from entering the restrooms.
16. Close and lock restrooms during drain backups or other issues requiring closure, and direct visitors to the next closest facility. "Out of service" or similar signage shall be put in place where necessary.
17. Perform all related routine, recurring or usual duties as directed by City's Project Administrator.

Contractor will **open and close** the following restroom locations DAILY:

- a. Sunset Ridge Park
- b. Lighthouse Park
- c. Channel Park

City shall issue keys and/or codes as necessary for access to facilities and storage areas. Contractor shall assume full responsibility for theft or loss of said keys and codes and shall pay for re-keying and /or re-programming all locks operated by these keys and /or in such event. Keys shall not be duplicated. Contractor shall lock storage doors and close all entrance gates (or other such security restraints) when leaving the facility.

Contractor shall purchase and provide ALL materials for all restrooms listed in **Appendix A** (i.e. soap, toilet paper, bacteria digester, uratic salt remover, deodorizer screens, fragranced air freshener, etc...) All cleaning supplies, materials and tools used in the performance of this agreement shall be of good commercial quality, and must be approved by the Project Administrator prior to use. Mop water shall be emptied properly after each cleaning. Pipe chase shall be clean and organized. If any products used by the Contractor contain materials on the Cal OSHA List of Hazardous Substances, the Contractor shall provide a material data safety sheet MSDS) (OSHA form 20) to the Project Administrator.

The following products meet the minimum material standards established for performance of this work. Project Administrator may approve the use of an equivalent alternative product.

1. All- Purpose Cleaner: Fast Act
2. Toilet/ Urinal Cleaner /Disinfectant: Comet Cleanser
3. Drinking Fountain Cleaner /Disinfectant: Comet Cleanser
4. Stainless Steel Cleaner: Any Lemon Oil
5. Lemon oil
6. CRC Graffiti Remover (Grainger)
7. Biatron (United Labs)
8. Liquizime (United Labs)
9. Kleen Out

10. ESA Urine Lime clear (United Labs)
11. Mango Deod
12. Mango Enzyme+
13. HVY Duty Crew bowl clean
14. Kleen White bowl clean
15. Waxie Green General Purple Clean (or Degreaser)
16. Kleen Brite
17. Urinal Screens
18. Toilet Paper – Acclaim
19. Hand Soap - Waxie Clear Tone (4/case)
20. Waxie Mango Air Deodorizers (6/case)
21. Brite Boy Metal Polish (12/case)
22. 100% Cotton Rags
23. Waxie Nylon Scouring Pads (20/box)
24. Waxie Lemon Oil High-Gloss Furniture Polish (12/case)
25. Waxie Kleen Out Drain Opener (12/case)
26. Waxie Fast Act All-Purpose Cleaner (4/case)
27. Waxie Kleen Pine General-Purpose Cleaner (4/case)
28. Clorox Bleach (3/case)
29. Waxie Kleen White Emulsion Bowl Cleaner (12/case)

Any unauthorized usage of the above items by the Contractor will be grounds for immediate termination of the contract. Contractor shall be fully responsible for any and all damage done to City property, equipment, or other property of the public premises that result from the Contractor performing contract services.

Restroom conditions considered to be potentially hazardous to the public (including broken windows, vandalism, and /or facility damage), encampments, stored personal belongings, or other identified items shall be noted and a description as identified by the Contractor during the normal inspection and cleaning process, shall be reported to the Project Administrator. Any plumbing, flooding and electrical issues should be reported to City staff immediately.

It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided.

Staffing and Vehicles

All contract services shall be performed by competent and experienced employees who shall be neat in appearance and in uniforms as approved by the Project Administrator when performing contract services. Contractor personnel shall be identified by uniform, badges or patches depicting the name of the organization of employment. Contractor shall ensure that there is at least one (1) English - speaking employee working in any cleaning crews. Additionally, every cleaning crew must have at least one (1) female, including the roving crew. Contractor shall perform a background check on all personnel and submit those results to the Project Administrator for approval at least fifteen (15) days prior to the commencement of that employee performing contract services.

Contractor is required to maintain an office within a thirty (30) minutes response time of the job site and provide the office with phone service during normal working hours. The Contractor shall provide an organization chart or listing of staff detailing the personnel assigned to perform or supervise contract services.

All vehicles and equipment used in conjunction with the work shall be clean in appearance and in good working order. When performing contract services these vehicles shall, at all times, bear identification signs, provided by the Project Administrator, that the contractor is performing services for the City. All vehicles shall be inspected and approved by the contract administrator prior to performing contract services. Each vehicle shall display "Under Contract with the City of Newport Beach" or similar signage.

Working Hours

Contractor shall provide a work force sufficient to complete the work specified herein.

Facilities requiring an additional same day second cleaning shall not receive this second cleaning less than five (5) hours after the first cleaning.

Additional cleanings may be needed in excess of the normal schedule. Contractor shall complete additional same-day cleanings within 2 hours of callback.

Monthly Detail Cleanings

Contractor will be required to perform one (1) detail cleaning per month for all locations listed in **Appendix A**.

This detail cleaning shall include:

1. Thorough power washing and scrubbing of floors.
2. Thorough scrubbing of walls, toilets, and urinals.
3. Cleaning of floor troughs.
4. Clearing of drains.
5. Ceilings cleaned of cobwebs, grime, paper and other items.
6. Ventilation ducts to be dusted and cleared of all obstructions.
7. Application of deodorizer and disinfectant to walls, ceiling, floors, and drainage troughs.

Daily Cleaning Schedule

1. **Low-Use Facilities**: All low-use facilities (see **Appendix A**) will be cleaned in 2-person teams twice per day, including holidays, year-round. The first cleaning at all locations shall be *completed* between 5:00 am and 10:00 am for each scheduled day unless otherwise authorized by the Contract Administrator.

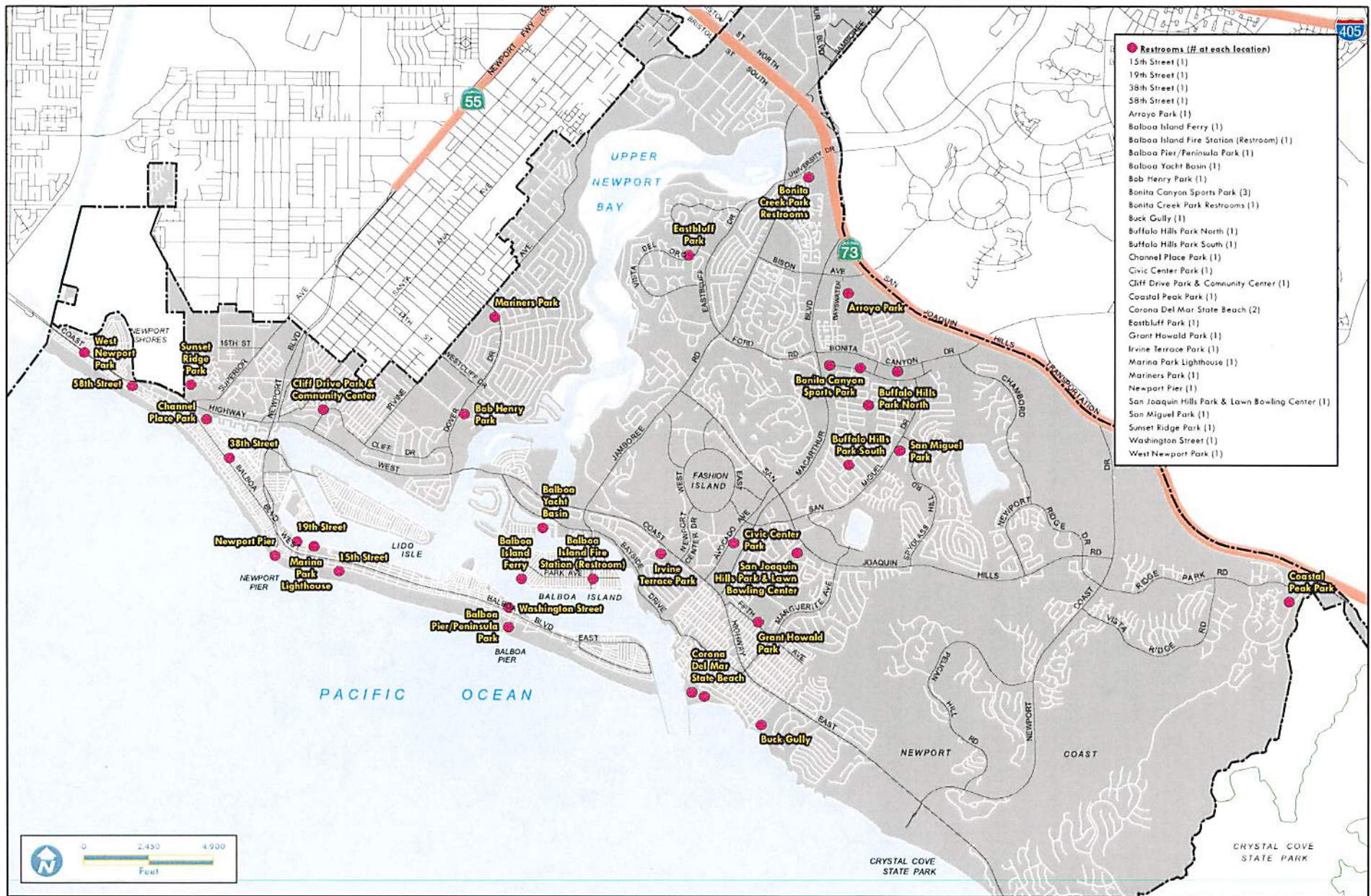
2. **High-Use Facilities:** All high-use designated facilities (see **Appendix A**) will be cleaned in 2-person teams per the following:
- a. November 1st – February 28th
 - i. Two cleanings per day
 - 1. First cleaning each day *completed* by 7:00 am
 - 2. Second cleaning each day *completed* between 12:00 pm – 4:00 pm
 - b. March 1st – October 31st
 - i. First cleaning each day *completed* by 7:00 am
 - ii. Between the hours of 11:00 am to 7:00 pm (weekend and holiday hours will vary as determined by the Project Administrator) roving crew(s) consisting of 2-people per team (one must be a female) shall complete as many cleanings as needed for all locations designated as high-use in **Appendix A**. **Note: Each location may need more than three cleanings during this 8 hour period. At least 4 teams will be needed.**

BEFORE SUBMITTING A PROPOSAL, it will be the responsibility of the contractor to visit each location, park & beach restroom facility, play area or landscaped site, to determine the work to be done. A map has been included at the end of this scope of services, with a list of the addresses for all 34 locations located in **Appendix A**.

PART II: DELIVERY OF PAPER PRODUCTS

Deliver all paper products to locations identified in **Appendix A**.

- *Frequency:* Three times per week.
- *Products to be delivered:* several cases of each product will be purchased by the City each month and will be subsequently delivered by the Contractor. Product types include the below and substantially similar items:
 - Acclaim toilet paper jumbo rolls (Only Beach and Park restrooms)
 - Angel soft plus toilet paper (Only at Balboa Yacht Basin, Balboa Pier's portable trailer stalls in summer, and Civic Center Park)
 - Clear Tone hand soap (Only Beach and Park restrooms)
 - One Shot hand soap (Only Civic Center, and Civic Center Park restrooms)
- *Paper Delivery Schedule:* Year Round.
- Holidays shall be based on the list of Federally recognized Holidays, and shall include the following Summer Holidays:
 - Memorial Day
 - Independence Day
 - Labor Day
- *Note: roving crews are to replace paper products as-needed during their continuous cleanings.*



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Public Restrooms

City of Newport Beach - Public Works (Corp. Yard)



City of Newport Beach
GIS Division
April 08, 2019

APPENDIX A

LOCATIONS

Newport Beach includes more than eight miles of beaches that stretch from the Santa Ana River jetty to Crystal Cove State Park and border Newport Bay. All ocean and bay front beaches are open to the public from the hours of 6 a.m. until 10 p.m. Crystal Cove State Park beaches close at sunset.

High-Use Facilities

1. 15th Street Beach 15 th St/Oceanfront W	2. 19th Street Beach 19 th St/W Bay Ave
3. 38th Street Park 3600 Balboa Blvd	4. 58th Street Park 5800 Seashore Dr.
5. Balboa Island Ferry Landing 501 S Bay Front (and Agate Ave)	6. Balboa Island Fire Station 124 Marine Ave
7. Balboa Pier/Peninsula Park 801 East Oceanfront (A St and Oceanfront E)	8. Balboa Yacht Basin 829 Harbor Island Dr
9. Buck Gully (Little Corona) 214 Glen Dr	10. Channel Park 4402 Channel Place
11. Corona Del Mar Main State Beach East 3031 Ocean Blvd	12. Corona Del Mar Main State Beach West 2905 Ocean Blvd
13. Marina Park Lighthouse 1700 Balboa Blvd W	14. Newport Pier 72 McFadden Pl
15. Washington Street 208 Washington St	16. West Newport Park Seashore Dr. and Orange St.

Low-Use Facilities

17. Arroyo Park 1411 Bayswater Dr	18. Bob Henry Park 900 Dover Dr
19. Bonita Canyon Sports Park 1641 Ford Rd	20. Bonita Canyon Sports Park 1880 Ford Rd
21. Bonita Canyon Sports Park 1900 Ford Rd	22. Bonita Creek Park 3010 La Vida
23. Buffalo Hills Park North 1891 Port Provence Pl	24. Buffalo Hills Park South 1910 Port Carney Pl
25. Civic Center Park¹ 100 Civic Center Dr	26. Cliff Drive Park 298 Riverside Ave
27. Coastal Peak Park 20403 East Coastal Peak	28. Eastbluff Park 2401 Vista Del Oro
29. Grant Howald Park 3000 5 th Ave	30. Irvine Terrace Park 721 Evita Dr
31. Mariners Park 1300 Irvine Ave	32. San Joaquin Hills Park 1550 Crown Dr N

33. San Miguel Park 2200 San Miguel	34. Sunset Ridge Park 4850 Coast Hwy W
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¹ Civic Center Park cleaning occurs on weekends/holidays only.

EXHIBIT B

SCHEDULE OF BILLING RATES

EXHIBIT B

BILLING RATES

I. High-Use Facilities Daily Cleanings

a. *Note: Monthly detail cleanings for each restroom are included in the pricing below.*

Restroom	Address	Toilets & Urinals	Summer Monthly Rate (March 1-October 31)	Winter Monthly Rate (November 1-February 28)
15th Street Beach	15th St/Oceanfront W	T-15/U-1	\$ 2,232.00	\$ 1,922.00
19th Street Beach	19th St/W Bay Ave	T-3/U-1	\$ 2,232.00	\$ 1,922.00
38th Street Park	3600 Balboa Blvd	T-3 / U-1	\$ 2,232.00	\$ 1,922.00
58th Street Park	5800 Seashore Dr.	T-6/U-1	\$ 2,232.00	\$ 1,922.00
Balboa Island Ferry Landing	501 Bayfront South	T-2 / U-0	\$ 2,232.00	\$ 1,922.00
Balboa Island Fire Station	124 Marine Ave.	T-2 / U-0	\$ 2,232.00	\$ 1,922.00
Balboa Pier/Peninsula Park	801 East Oceanfront (A St and Oceanfront E)	T-12/U-2 1 Shower	\$ 2,232.00	\$ 1,922.00
Balboa Pier Portable Trailer (*Five (5) Months in Summer Only*)	802 East Oceanfront (A St and Oceanfront E)	T-3	\$ 1,550.00	
Balboa Yacht Basin	829 Harbor Island Dr.	T-9/U-1	\$ 2,232.00	\$ 1,922.00
Buck Gully (Little Corona)	214 Glen Dr.	T-6/U-2	\$ 2,232.00	\$ 1,922.00
Channel Park	4402 Channel Place	T-6/U-1	\$ 2,232.00	\$ 1,922.00
Corona Del Mar Main State Beach East	3031 Ocean Blvd	T-18/U-4 3 Showers	\$ 2,232.00	\$ 1,922.00
Corona Del Mar Main State Beach West	2905 Ocean Blvd.	T-18/U-4	\$ 2,232.00	\$ 1,922.00
Marina Park Lighthouse	1700 Balboa Blvd W	T-3 / U-1	\$ 2,232.00	\$ 1,922.00
Newport Pier	72 McFadden Pl	T-18/U-4 3 Showers	\$ 2,232.00	\$ 1,922.00
Washington Street	208 Washington St.	T-8/U-3	\$ 2,232.00	\$ 1,922.00
West Newport Park	Seashore Dr. and Orange St.	T-6/U-1	\$ 2,232.00	\$ 1,922.00
Total Rates Per Month			\$ 37,262.00	\$ 30,752.00
Total Annual Rates:			(Total Monthly Summer Rate x 8 months) \$ 298,096.00	(Total Monthly Winter Rate x 4 months) \$ 123,008.00

II. Low-Use Facilities Daily Cleanings

a. *Note: Monthly detail cleanings for each restroom are included in the pricing below.*

Restroom	Address	Toilets & Urinals	Year-Round Monthly Rate
Arroyo Park	1411 Bayswater Dr.	T-3/U-2	\$ 1,674.00
Bob Henry Park	900 Dover Dr.	T-6/U-2	\$ 1,674.00
Bonita Canyon Sports Park	1641 Ford Rd.	T-6/U-2	\$ 1,674.00
Bonita Canyon Sports Park	1880 Ford Rd.	T-6/U-2	\$ 1,674.00
Bonita Canyon Sports Park	1900 Ford Rd.	T-6/U-2	\$ 1,674.00
Bonita Creek Park	3010 La Vida	T-4/U-2	\$ 1,674.00
Buffalo Hills Park North	1891 Port Provence Pl	T-3/U-1	\$ 1,674.00
Buffalo Hills Park South	1910 Port Carney Pl.	T-3/U-1	\$ 1,674.00
Civic Center Park (*Weekends/Holidays only*)	100 Civic Center Dr.	T-10/U-2	\$ 432.00
Cliff Drive Park	298 Riverside Ave.	T-3 / U-0	\$ 1,674.00
Coastal Peak Park	20403 East Coastal Peak	T-6/U-2	\$ 1,674.00
Eastbluff Park	2401 Vista Del Oro	T-6/U-1	\$ 1,674.00
Grant Howald Park	3000 5th Ave.	T-6/U-1	\$ 1,674.00
Irvine Terrace Park	721 Evita Dr.	T-3 / U-1	\$ 1,674.00
Mariners Park	1300 Irvine Ave	T-6/U-2	\$ 1,674.00
San Joaquin Hills Park	1550 Crown Dr. N	T-2/U-0	\$ 1,674.00
San Miguel Park	2200 San Miguel	T-3 / U-1	\$ 1,674.00
Sunset Ridge Park	4850 Coast Hwy W	T-6/U-2	\$ 1,674.00
		Total Rate per Month:	\$ 28,890.00
		Total Annual Rate (x12):	\$ 346,680.00

III. Summary of All Charges

Summary of Charges		
Description	Monthly Cost	Annual Total
High-Use Facilities Daily Cleanings – Summer	\$37,262.00 (8 months)	\$298,096.00
High-Use Facilities Daily Cleanings – Winter	\$30,752.00 (4 months)	\$123,008.00
Low-Use Facilities Daily Cleanings – Year Round	\$28,890.00 (12 months)	\$346,680.00
Paper Product Delivery	\$3,000.00 (12 months)	\$36,000.00
TOTALS	\$99,904.00 Monthly	\$803,784.00 Annually

IV. As-Needed Cleanings

As-Needed Hourly Cleaning Rate	\$ 21.00 Per Hour
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TOTAL NOT TO EXCEED: \$2,415,000.00

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
 - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
 - A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial

additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's

performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.