

**CITY OF FONTANA  
MAINTENANCE SERVICES AGREEMENT  
PW-25-126-SP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 24th day of June, 2025 by and between the City of Fontana, a public agency organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”) and **MasterCorp Commercial Services, LLC**, a limited liability corporation with its principal place of business at 18102 Sky Park Circle, Suite E, Irvine, CA 92614 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Janitorial Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the Janitorial Services project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Janitorial Services maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **\*\*\*INSERT START DATE\*\*\*** to **\*\*\*INSERT ENDING DATE\*\*\***, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Armando Martinez, Public Works Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Tammie Hagadorn, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Hundred Dollars (\$100.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable

for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1      Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2      Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3      Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section,

unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: combined single limit for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.



Employer's Liability limits of per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Fontana, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Fontana, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership,

operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under



the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Five Hundred Thirty-Five Thousand Five Hundred Thirty Dollars and Fifty-Six Cents (\$1,535,530.56)** per year without written approval of City's authorized signer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

#### 3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

MasterCorp Commercial Services, LLC  
18102 Sky Park Circle, Suite E  
Irvine, California 92614  
Attn: Tammie Hagadorn

**City:**

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: Armando Martinez

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.5.2 Indemnification.**

**3.5.2.1 Scope of Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

**3.5.2.2 Additional Indemnity Obligations.** Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**



**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT**

**CITY OF FONTANA**

**MASTERCORP COMMERCIAL SERVICES**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Gia Kim  
Public Works Director/City Engineer

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

By: \_\_\_\_\_  
Rakesha Voss  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Sid Lambert  
Purchasing Manager

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

## **STATEMENT OF WORK**

1. Contractor shall provide janitorial service for the City of Fontana at 24 designated facilities used by the City in the course of its operations. Total estimated area of all facilities maintained by this contract is 476,000 square feet. Additional facilities may be added or deleted based upon the City's need.
2. Contractor shall furnish all necessary labor, supervision, travel, equipment, and materials necessary to ensure clean and safe facilities for City employees and customers doing business with the City. Contractor shall provide all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices. Contractor to perform the janitorial service as required.
3. Contractor shall always provide sufficient labor and supervision to carry out the requirements of this RFP in a satisfactory level and shall ensure only competent workers who are skilled in the type of work specified are employed. If the city determines a person or subcontractor is incompetent or unsuitable; the Contractor shall immediately remove such person or Contractor from performing any further service under this contract.
4. Contractor is responsible for maintaining satisfactory standards for employees regarding conduct, appearance, and integrity. All Contractor's employees shall wear uniforms bearing company name and a company issued photo identification badge while performing janitorial service. It is recommended that the uniform shall consist of a clean collar shirt buttoned, tucked into pants with company and employee name patch attached. Also, if the employee has a jacket, the jacket must have a collar with company name and employee name attached.
5. Contractor shall ensure that no person(s) not employed by the Contractor (i.e., relatives) shall be allowed to enter the premises during performance of services.
6. Contractor shall provide personnel fully trained in all phases of janitorial services with knowledge of equipment practices for the most effective cleaning. In addition, the Contractor shall train employees in the requirements of the contract specifications.
7. The Contractor shall furnish new equipment which is appropriate and necessary to properly perform the work in accordance with these specifications. Such equipment shall be in good state of repair and maintained in accordance with manufacturer's specifications. No obsolete equipment shall be used. The Contractor shall be required to use CRI Green Seal Certified vacuums, floor equipment and carpet cleaning equipment.
8. All the necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, motor trucks, etc. needed for the performance of the work of this contract

shall be furnished by the Contractor. Such equipment shall be the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the buildings or their contents. The Contractor shall be responsible for the safe operation of equipment and the protection of janitorial staff and the public from injury and damage from such equipment.

9. Any damage to the City's property which has been determined by the City designated representative to be due to the Contractor's neglect shall be replaced at no additional cost to the City
10. All material furnished by the Contractor shall require approval by the designated City Representative. MSDS shall be submitted to the City by the Contractor. This shall always be made available to the Contractor employees. The location of the MSDS will be located at each facility. MSDS shall be required for all chemicals used and must be placed in a binder. Disposal requirements for all chemicals shall be adhered to all containers. All containers shall be labeled per Occupational Safety Health Administration (OSHA) Hazard Communication Standard. This includes all products transferred from the original container to a secondary or transfer container.

In addition, the Contractor shall be required to meet Global Harmonization System (GHS) standards and labeling requirements. OSHA's move on adopting the Global Harmonization System (GHS) is to help workers, consumers, transport workers, and emergency responders clearly articulate hazardous labels. While compliance to distribute and ship GHS labels isn't until 2015, employers and employees who are exposed to hazardous chemicals must be trained on the GHS Safety Data Sheet (SDS) initiative by December 1, 2013. The GHS requirement will also standardize a clear method to communicate information on SDS.

11. Recycling containers from inside the building will be emptied and dumped in designated recycling containers outside and be separate from trash. The City representative shall designate outside recyclable containers. The Contractor shall meet all recycling needs as required by the designated City representative at no additional cost to the City.
12. The Contractor shall be responsible for providing a safe work place and be in compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS) California Department of Food and Agriculture (CDFA) and any governmental laws or regulations or City risk management standards and all municipal ordinances. Proper precaution shall be taken to advise building occupants and the public of wet and or slippery floor conditions, this also applies during inclement weather as well as during normal operations. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.

13. The Contractor shall perform work at such times as to minimize disturbance to resident convenience, recreational programs, pedestrian or vehicle circulation. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be a format approved by the City. The Contractor shall not be approved to work certain hours in buildings unless pre-approved by the City designated representative.
14. The Contractor shall comply with all sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.
15. The Contractor shall be required to perform special tasks which are above normal scheduled work (i.e., vacuuming Council Chambers before an unscheduled meeting etc.). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and shall allow for additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.
16. Holidays observed by the City include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day. The Police Department buildings operate 24 / 7 and do not recognize any of the above holidays. All City buildings will be maintained throughout the holidays by the Contractor unless pre-approved by the City designated representative and a credit has been issued for services not being provided.
17. Emergency Numbers and Callouts - The Contractor shall have the ability to receive and to respond immediately to calls of an emergency nature during normal and outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
18. If emergency work is required, the Contractor shall notify the designated City representative assigned to the project by telephone in advance prior to any emergency work is performed. The Contractor shall have supervisor available twenty-four (24) hours per day, seven (7) days per week, year-round. An answering service is not acceptable for emergency calls at any time. In situations involving an emergency, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. The Contractor's vehicle shall carry enough equipment to effectively perform required service.
19. The Contractor shall supply the City with names and phone numbers (minimum of three (3) staff members of responsible persons representing the Contractor for twenty-four (24) hour per day emergency response. The above mentioned shall always remain current. Any changes shall be forwarded to the City in writing twenty-four (24) hours in advance of any such change and must be pre-approved by the City

20. Employees assigned to the Police Department shall complete a background check deemed appropriate by the Police Department. Employees assigned to the cleaning of the Police Department must successfully pass the background check and will be issued an appropriate identification card by the Police Department, which shall always be worn when in the Police facility.
21. The Contractor shall use Green Seal Certified cleaners and disinfectants (all purpose, glass, floor, deodorants) to be dispensed using on-site dilution systems. In addition, it shall be required to use Microfiber (Green) mops and Microfiber (Green) cleaning cloth.
22. Contractor shall provide daily field supervision to ensure janitorial staff arrives at assigned posts on time and performs their duties throughout their assigned shifts, and to provide backup Services as needed.
23. Contractor shall provide the City a weekly Janitorial Service Inspection Report of all facilities and notification as to when any service deficiencies will be corrected and completed.
24. Contractor shall provide the Public Works Manager with a staffing list and the master cleaning schedule, which includes daily operations. The list of assigned personnel and master cleaning schedule shall require approval by the Public Works Manager prior to commencing Services.
25. Contractor shall provide at least one English-fluent employee at the Facility while performing Services. When there is more than one of Contractor's employees at the Facility, one English-fluent employee must be designated as the Contractor's on-site representative. Contractor's employees shall be in good health, and physically capable of performing all duties as assigned.
26. Prior to performing work at any Facilities, Contractor's personnel shall be subject to Live scan fingerprinting and Police background investigation at the Contractor's cost. No employee of Contractor with a criminal record, other than minor traffic violations, shall be assigned to perform services during this time period.
27. Contractor will provide all equipment and supplies necessary to clean all interior and exterior windows twice a year.



## **TECHNICAL SPECIFICATIONS**

### **JANITORIAL SERVICE REQUIRED MINIMUM DAILY STANDARDS**

#### **Daily**

- Clean Janitor Closet
- All Hard Floors Swept and Mopped
- Carpets Vacuumed and spot / spill cleaned.
- Trash receptacles emptied, disinfected, liners replaced.
- Cement floors, sweep, mop and maintain a clean and safe condition.
- Ceramic and quarry tile, dry sweep, wet mop with a germicidal disinfectant and rinse
- Clean walls as necessary to maintain a high-profile appearance.
- Walk off mats will be free of dirt, dust, lint and other foreign matter
- Walk off mats are to be spot / spill cleaned and vacuumed.
- Trash to is to be emptied outside in receptacle provided.
- Recycled paper is to be emptied outside in recycle container.
- Entry way glass doors will be cleaned.
- Dust blinds, drapes louvers and lamp shades. High dusting is required.
- Building access areas, porches, stoops, etc. are to be left free of trash and debris.
- All vents, return air grills and diffusers will be free of dirt, dust and lint always.
- Clean all baseboards.
- Remove all cobwebs.
- Vacuum all carpets.
- Clean all ash trays and sand urns inside and outside of the building(s)
- Clean all doors, door frames, thresholds, and light switches.
- Clean and polish drinking fountains, telephones, and kitchen sink areas.
- Remove graffiti in all areas and report all Graffiti to Supervisor

#### **Restrooms**

- Sinks, toilet bowls, toilet seats, urinals, control valves, showers, and dispensers
- Cleaned with a germicidal cleaner.
- Clean and polish all chrome and stainless steel.
- Replenish restroom supplies (paper products, etc.)
- Partitions and bright work cleaned with a germicidal cleaner and polished.
- Empty waste receptacles, disinfect and replace liners.
- Wipe down counter tops and shelves with germicidal disinfectant.
- Dry sweep and wet mop and scrub with germicidal disinfectant all flooring
- Clean and disinfect walls and partitions.
- Clean glass and mirrors
- Clean showers with a non-acid based cleaner to remove soap scum as needed

### **JANITORIAL SERVICE REQUIRED MINIMUM DAILY STANDARDS (CONTINUED)**

#### **All Exterior Areas of Building**

- Sweep or vacuum exterior entrances.
- Police, sweep and mop areas inside and surrounding trash storage areas.
- Spot clean carpeted areas and entry mats
- Clean, sweep mop all patio areas and furniture and empty trash receptacles surrounding building.
- Empty all trash receptacles, disinfect replace trash liner.
- Wash all entrance area windows.
- Clean and disinfect handrails.
- Sweep or vacuum and mop exterior entrance, doors walls and ceiling.
- Clean all cobwebs.
- Sweep and mop sidewalks surrounding the building perimeter or as directed by the City Representative

**Quarterly High Dusting (Contractor must provide all equipment necessary to dust areas above 6')**

- Jessie Turner Health and Fitness Center (Gym)
- Lewis Library (Great Hall)
- Ceres Senior Center (all common areas)

## **Restroom Sanitary Measures and Inventory**

The City has urinal drip and air freshener systems in several city facilities for sanitary and odor control measures. The systems the City has installed include Waxie # 633160 urinal drip system and Waxie #160811n air freshener system. The following is an inventory of the two systems separated by location and shall be maintained by the Contractor (This includes repair and replacement of any unit). The Contractor shall be responsible for replacing at a minimal level all batteries, urinal drip cartridges and air freshener supplies. This work shall have a scheduled day per month required to complete the work:

<b>Facility</b>	<b>Number of Urinal Drips</b>	<b>Number of Air Fresheners</b>
City Hall	6	4
Cypress Community Center	2	2
Don Day Community Center	2	2
Jack Bulik Community Center	2	2
Miller Fitness and Community Center	4	5
Police Department	14	16
Public Works Offices	2	2
Community Services Department Office	1	5
Human Resource Department	2	4
Public Works West Annex	1	3
Public Works Fleet Building	1	2
Total	40	49

## **STATEMENT OF WORK**

### **1. Cafeteria, Kitchens and Eating Areas (every service day)**

Tabletops, chairs, all metal surfaces, counter tops, sinks, cupboards, and dispensers will be cleaned each visit. Stove, hoods, refrigerators, kitchen appliances and microwaves are to be cleaned thoroughly each visit. Walls are to be cleaned during each visit. Trash receptacles emptied and disinfected, liners replaced. Separate recyclables from trash and make sure recyclable areas are kept clean (i.e. rinse soda cans) so as not to attract pests.

Particular attention should be paid to food waste, trash receptacles containing food debris, recyclables such as soda cans, and other objects that contain food residue that can attract pests is critical to protecting occupant health by reducing or eliminating the need for pesticides inside the building.

### **2. Cleaning Completions (every service day)**

At the time cleaning of a facility is completed. All lights will be turned off, windows and doors will be closed and locked, furniture will be put back in the position where it was found, alarm systems will be activated. Janitorial employees are not to adjust thermostats or air conditioning overrides. If environmental changes are needed at

the facility, changes must be coordinated with the designated City representative. All Janitorial Staff shall report any energy waste (computers left on, lights that cannot be turned off, air conditioning or heater systems left on after hours and or any recommendations by Janitorial Staff to save energy to the City designated representative.

**3. Computer Rooms (every service day)**

No dusting, washing, or vacuuming of computer room framework or computer equipment shall be done. Sweep floor by treated cloth method each visit.

**4. Drinking Fountains (every service day)**

Surfaces shall have no streaks, film, or spots. Metal parts will be clean and bright. Clean surrounding walls and floors. Replenish paper cups dispensers if available. Contractor will supply paper cups.

**5. Elevators (every service day)**

Floor tile, carpet, walls, doors, door treads and fixtures will be clean at all times and free from all visible dirt, debris and removable markings.

**6. Floor Maintenance (every service day)**

All hard floors and carpets, including stairs, landings, thresholds, and baseboards shall be free of dirt, debris, gum, stains, spots, spills (no matter what size), film, traffic marks, and wax buildup. All specialty type flooring shall be cleaned and maintained in the manner suggested by the manufacture.

**7. Floor Maintenance (once per week)**

High speed propane buff all hard floors including restrooms on a weekly basis. A buffing floor scheduled shall be submitted by the Contractor and approved by the designated City representative. The schedule shall indicate the exact date in which the service is to be completed.

**8. Graffiti (every service day)**

Remove and report graffiti in all areas daily. Contractor shall remove any and all graffiti using reasonable chemicals and techniques for a cleaning contractor. Any graffiti that cannot be removed will be reported as such via telephone and composed in email to City contact designated.

**9. Graffiti Location Report:**

Graffiti shall be reported by Contractor at the end of each nightly cleaning shift to an email address provided by City representative. Report to include facility location and location and type of graffiti involved for each instance found that day.

**10. Infectious Spills**

Contractor shall be notified of any infectious waste contamination (blood, other body fluids, etc.). Contractor shall provide trained personnel for such cleanup. Materials used to cleanup such spills shall be disposed of into an approved Occupational Safety Health and Administration (OSHA) infectious biohazard disposal bag, following all

guidelines established by OSHA for packaging and removal. It shall be the Contractor's responsibility to dispose of any contaminated bags. The Contractor shall keep fresh unused bags readily available in each janitorial closet. The City shall require the Contractor to report all incidences and secure the area until the cleanup process is completed.

#### **11. Miscellaneous (every service day)**

Trash shall be removed from buildings and emptied into the outside container. If no container is available, the trash is to be removed from the premises during each scheduled visit. All interior furnishings will be dusted each visit. This will include cleaning and dusting of furniture. The Contractor is responsible in making sure desks are clean. However, Janitors are not to disturb paperwork, materials or equipment on furniture.

Building access areas (inside and outside), porches, stoops, etc. are to be cleaned daily. This includes cleaning and polishing handrails and fixtures. Sweep, vacuum, wash, hose exterior as designated City representative directs. Any water runoff must be captured and disposed of properly. All vent's return air grills and diffusers shall be free of dirt, dust, and lint at all times. In addition, any high dusting (including ventilation and or electrical piping) shall be done daily.

#### **12. Restrooms (every service day)**

Floors, sinks, toilet bowls, urinals, control valves, showers, partitions, bright work, counter tops, shelves, lockers, dispensers, and walls shall be cleaned and disinfected with germicidal cleaner. Clean and polish chrome and stainless steel. Remove soap scum and water deposits. Clean and streak free glass and mirrors.

Replenish expendable restroom supplies. Contractor is responsible to supply paper toilet seat covers, urinal screens with a deodorant block, feminine napkins, kotex, toilet bowl deodorizer system, paper hand towels, toilet paper and soap, hand sanitizer and lotion, or as requested by the City designated representative.

#### **13. Utility Rooms and Janitor Closets**

Utility rooms and or janitor closets where cleaning equipment and supplies are stored shall be maintained in an orderly manner and in accordance with health, safety, and fire regulations. All tools and equipment shall be kept in clean conditions at all times and neatly stored in the assigned storage areas. All janitor closet floors shall be swept daily (stripping and waxing shall be done same day as normally scheduled for the rest of the building).

#### **14. Walk-off Mats, Throw and Floor Rugs (any size)**

Mats and rugs will be free of dirt, dust, lint, spots, and other foreign matter. Mats and rugs are to be vacuumed during each visit. The floor under the mat or rug shall be cleaned each visit (shampooing floor mats shall be done same day as normally scheduled for the rest of the building). All walk-off mats and rugs will be supplied by the City. Contractor is to notify the designated City representative when mats or rugs

need to be replaced.

#### **15. Day Porter Services**

The Day Porters shall not perform the duties that should be normally done by the night crew. The work is to include but not limited to:

Replenish restroom supplies when needed,  
Clean up around eating areas, lounges, and conference rooms,  
Assist in setup, cleanup or breakdown of meetings and conferences,  
Spot / spill cleanup (no matter what size),  
Polish bright work,  
Clean windows as directed,  
Clean around entrances and exits,  
Sweep floors,  
Vacuum floors,  
Mop floors,  
Buff floors,  
Clean and sanitize restrooms,  
Move furniture,  
Clean up infectious and or hazardous waste, (feces, urine, blood etc....)  
Or as the City designated representative directs.

#### **16. Library Exterior the Contractor Shall:**

Daily sweep all exterior stained concrete area, steps and sidewalk.  
Twice per week machine scrub (using a walk-behind type machine scrubber) the library exterior stained concrete area. Weekly sweep the library parking garage. Quarterly machine scrub library parking garage. Any water runoff must be captured and disposed of properly.

#### **17. Extra Work**

In the event the Contractor is required by the City to perform extra work, the following procedures shall govern such work:

When extra work is required by the City designated representative that is beyond and above the services to be provide as outlined in this contract, the Contractor will submit a written estimate, itemizing all cost for labor, materials, and equipment. The City must approve estimate in writing prior to work being done.

#### **18. Supplies**

The Contractor shall furnish all supplies necessary for the work of this contract. All supplies shall be included in the monthly/annual cost for this proposal. No additional fees may be collected or charged to the City if usage or the cost for the material increases. In addition to all cleaning supplies, this includes replenishing all supplies such as, but not limited to, hand soap, paper towels, toilet tissue, toilet seat protector papers, etc.... No supplies shall be used that City or his designee determines to be harmful to the surfaces to which applied or to any other part of the buildings, their



occupants, contents, or equipment. A sufficient quantity of supplies shall be kept in the custodial closet at all times in the event paper towels, toilet paper, etc. runs out and the custodial staff is not on duty. All supplies provided by the Contractor shall fit existing dispensers. All dispenser keys are to be provided by the Contractor.

#### **19.Green Cleaning Program**

The City of Fontana is dedicated to make each building's occupancy the safest, healthiest, and cleanest environment possible. Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. The City requires the Contractor to use GS-42 (Green Seal) standards that will help the City to achieve a healthier environment for all occupants in the building. The City will also require the Contractor to follow AB 661 (effective in 2023) for the required recycled content levels.

## **LIST OF CURRENT CITY FACILITIES ADDRESSES AND SQUARE FOOT**

	<b>LOCATION</b>	<b>ADDRESS</b>	<b>SQUARE FOOT</b>
1	Public Works Parks Division Offices	16489 Orange Way	2,010
2	Public Works Admin. Office	16489 Orange Way	10,986
3	Fleet Building	16489 Orange Way	402
4	Public Works West Annex	16489 Orange Way	4,359
5	Fontana Senior Center	16710 Ceres AV	37,767
6	Knopf Senior Center	8384 Cypress AV	3,761
7	Mary Vagle Nature Center	11501 Cypress AV	3,025
8	Cypress Community Center	8380 Cypress AV	6,712
9	Fontana City Hall	8353 Sierra AV	26,567
10	Human Resources Department	8491 Sierra AV	7,944
11	Stage Red– office only	8463 Sierra AV	1,988
12	Development Services Organ. Building	8353 Sierra AV	24,480
13	Lewis Library and Tech Center	8437 Sierra AV	173,361
14	Police Department Building	17005 Upland AV	75,406
15	Art Depot	16822 Spring ST	1,567
16	Community Services Department Office	16860 Valencia AV	17,801
17	Miller Fitness and Community Center	17004 Arrow BLVD	8,171
18	Jack Bulik Teen Center	16581 Filbert AV	5,760
19	Haagen Police Substation	17122 Slover AV	983
20	Southridge Police Substation	11500 Live Oak AV	755
21	Don Day Community Center	14501 Live Oak AV	5,619
22	Village of Heritage Community Center	7360 W. Liberty PRKWY	9,479
23	Jessie Turner Health and Fitness Center	15560 Summit AV	40,065
24	Fontana Park Aquatics Building	15610 Summit AV	6,439

**EXHIBIT “B”**  
**COMPENSATION**

JANITORIAL SERVICE SCHEDULE AND PRICING

The Contractor declares that they have carefully examined the proposed work, that they have examined the specifications and hereby proposes to do all the work required to complete the said work for the unit price(s) as outlined in the Janitorial Service Schedule and Pricing on the next page.

Facility	Daily Services Per Week	Hard Floors Restrooms, Machined Scrubbed Times Per Year	Floors High Speed Buff Propane Per Month	Hard Floors Stripped and Waxed Times Per Year	Carpet Cleaning Times Per Year	High Dusting Above 10'	Inside/ Outside Window Cleaning Times Per Year	Total Annual Cost
Public Works Parks Division Offices	4	12	4	12	4		2	Closed
Knopf Senior Center	7	12	4	12	4		2	\$ 8,283.48
Mary Vagle Nature Center	7	12	4	12	4		2	\$ 7,832.88
Public Works Admin. Office	4	12	4	12	4		2	\$ 18,130.32
Fleet Building	4	12	4	12	4		2	\$ 1,386.72
Jack Bulik Teen Center	7	12	4	12	4		2	\$ 13,494.72
Don Day Community Center	7	12	4	12	4		2	\$ 15,402.00
Cypress Community Center	7	12	4	12	4		2	\$ 16,071.24
Village of Heritage Community Center	7	12	4	12	6		2	\$ 21,649.68
Public Works West Annex	4	12	4	12	4		2	\$ 7,229.76
Community Services Department Office (Valencia)	7	12	4	12	4		2	\$ 36,815.64
Jessie Turner Health and Fitness Center + added 4 hours M - F	7	12	4	12	6	4	2	\$ 125,954.28
Fontana Park Aquatics Building	7	12	4	12	4		2	\$ 13,910.28
Fontana Senior Center	7	12	4	12	6		2	\$ 73,580.52
Fontana City Hall	5	12	4	12	4		2	\$ 35,869.92
Southridge Police Substation 2	7	12	4	12	4		2	\$ 4,449.72
Haagen Police Substation 1	7	12	4	12	4		2	\$ 4,589.28

Facility	Daily Services Per Week	Hard Floors Restrooms, Machined Scrubbed Times Per Year	Floors High Speed Buff Propane Per Month	Hard Floors Stripped and Waxed Times Per Year	Carpet Cleaning Times Per Year	High Dusting Above 10'	Inside/ Outside Window Cleaning Times Per Year	Total Annual Cost
Art Depot	7	12	4	12	n/a		2	\$ 4,946.64
Human Resources Department	5	12	4	12	4		2	\$ 13,412.64
Miller Fitness & CommunityCenter	7	12	4	12	4	4	2	\$ 16,964.52
Stage Red–Partial Building	5	12	4	12	4		2	Closed
Dev. Services Organ. Building	5	12	4	12	4		2	\$ 43,908.72
Police Department Building	7	12	4	12	6		2	\$ 6,001.20
Lewis Library and Tech Center	7	12	4	12	6	4	2	\$ 357,181.56
Total								\$ 847,065.72

Day Porter	Number of Hours Per Week	Cost Per Hour	Cost Per Week	Total Annual Cost
Day Porter City Hall & DSO	40 hours per week	\$ 22.60	\$ 903.91	\$ 46,967.04
Day Porter Library	140 hours per week	\$ 22.60	\$ 3,163.68	\$ 164,384.88
Day Porter Jessie Turner Health and Fitness Center	112 hours per week	\$ 22.60	\$ 2,530.49	\$ 131,484.12
Day Porter Police Department	210 hours per week	\$ 26.51	\$ 5,566.83	\$ 289,252.32
Day Porter Fontana Senior Center	48 hours per week	\$ 22.60	\$ 1,085.00	\$ 56,376.48
Total				\$ 688,464.84

JANITORIAL SERVICE SCHEDULE AND PRICING

Total Annual Cost \$ 1,535,530.56

## SCHEDULE OF PRICING EXTRA SERVICES

Extra Services pricing: schedule of prices for additional janitorial service that includes labor and materials as the City designated representative may request. In addition, attach a copy of prices for Other Services, not listed below, provided by the Contractor. This list is not exhaustive and the City may require additional services that are provide by the Contractor.

Window Washing	Per Hour	\$	34.00
Furniture Cleaning	Per Hour	\$	34.00
Outside Work	Per Hour	\$	22.60
Sweep and Mop	Per Square Feet	\$	0.09
Floor Buffing	Per Square Feet	\$	0.10
Carpet Cleaning Wet Extraction	Per Square Feet	\$	0.15
Carpet Cleaning Dry Extraction	Per Square Feet	\$	0.15
Day Porter	Per Hour	\$	22.60

### Window Cleaning cost

Fontana Library Interior Windows	\$1,350.00
Fontana Library Exterior Windows	\$875.00
Jesse Turner Exterior Windows	\$995.00
Jesse Turner Interior Windows	\$1,495.00
Fontana DSO Interior Windows	\$540.00
Fontana DSO Exterior Windows	\$540.00
Ceres Senior Center Interior Windows	\$685.00
Ceres Senior Center Exterior Windows	\$685.00