

CITY OF MANHATTAN BEACH GENERAL SERVICES AGREEMENT

This General Services Agreement (“Agreement”) is dated May 1, 2025 (“Effective Date”) by and between the City of Manhattan Beach, a California municipal corporation (“City”), and NMS Management, Inc., a California corporation (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services.

A. Contractor shall perform the work and provide all labor, materials, equipment and services (hereinafter, the “Work” or “Services”) in a good and workmanlike manner for the project identified as Janitorial Services, as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor’s Proposal dated August 27, 2024, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

B. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be David M. Guaderrama, Director of Business Development (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s Services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

2. Extra Work. Extra work, when ordered in writing by the City Representative and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City Representative. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City Representative, and signed by both parties; and the daily report shall be considered thereafter the true record of extra work done.

3. Term. The term of this Agreement shall be from the Effective Date through June 30, 2030, unless sooner terminated as provided in Section 12 of this Agreement. The City Manager or their designee may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement, and City's Risk Manager has approved the proof of insurance; and
- 2) City gives Contractor a written notice to proceed (NTP).

B. Should Contractor begin work in advance of receiving a written NTP, any such Services are at Contractor's own risk.

C. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

This Agreement contemplates multiple NTP's, each for a specific job. Contractor shall perform only the Services required for the job authorized by a written NTP.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. In no event shall the total compensation paid to the Contractor for services exceed

7. Compensation.

A. In consideration of the Services rendered hereunder, City shall pay Contractor a fee not to exceed Nine Hundred Eight Thousand Four Hundred Eighty-Four Dollars (\$908,484) per year, in accordance with the prices as submitted in Exhibit B. An additional contingency amount of Twenty Thousand Dollars (\$20,000) per year for unforeseen and emergency services is available from May 1, 2025, through April 30, 2030, subject to authorization by the Director pursuant to Section 2 of this Agreement. An additional contingency amount of Three Thousand Five Hundred Dollars (\$3,500) for unforeseen and emergency services is available from May 1, 2030, through June 30, 2030, subject to authorization by the Director pursuant to Section 2 of this Agreement. Additionally, for services provided between May 1, 2030, through June 30, 2030, the City shall pay Contractor One Hundred Forty-Seven Thousand Nine Hundred Forty-One Dollars (\$147,941) for janitorial services and Five Thousand Four Hundred Seventy-Four Dollars (\$5,474) for special events services a total of One Hundred Fifty-Three Thousand Four Hundred Fifteen Dollars (\$153,415) for this period, in accordance with the prices as submitted in Exhibit B. In no event shall the total compensation paid to the Contractor for services exceed Four Million Six Hundred Ninety-Five Thousand Eight Hundred Thirty-Five Dollars (\$4,695,835) and for a contingency amount not to exceed One Hundred Three Thousand Five Hundred Dollars (\$103,500) for a not to exceed grand total amount of Four Million Seven Hundred Ninety-Nine Thousand Three Hundred Thirty-Five Dollars (\$4,799,335).

B. A written request for any cost adjustment may be submitted annually, at least ninety (90) days prior to each anniversary date of the contract. Such a request must include written justifications for the requested cost increase. The City will evaluate the request for a cost adjustment and will be the sole judge as to whether any cost increase will be approved. Adjustments may not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent twelve (12) month period to a maximum allowable annual increase of three (3) %.

8. Payments. Contractor shall submit to City an invoice to invoices@manhattanbeach.gov on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, fee for task or job, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, state and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. This Agreement may be canceled by Contractor at any time with or without cause and without penalty upon 90 days' written notice. In the event of termination, all finished or unfinished work and other materials shall, at the option of City, be delivered to and become the property of City. In the event of termination without fault of Contractor, City shall pay Contractor for all Services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all Services rendered hereunder.

13. Indemnification.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers’ compensation law regarding Contractor and Contractor’s employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers’ Compensation Acts not Limiting. Contractor’s indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or

self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

15. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it:

- 1) Has thoroughly investigated and considered the Services to be performed;
- 2) Has carefully considered how the Services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

B. If Services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the Services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

16. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

17. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.”

18. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

19. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C hereto. Contractor shall further comply with all applicable provisions of the Displaced Janitors Opportunity Act (California Labor Code §§ 1060- 1065).

20. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs its Services pursuant to this Agreement.

21. Contractor’s Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor’s actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

22. [Not applicable.]

23. Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

24. Confidentiality and Release of Information.

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Representative.

B. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Representative or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

D. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

25. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

26. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

27. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

28. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding

California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

29. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Authority. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

32. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

33. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

34. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

35. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

36. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

TO CITY:

City of Manhattan Beach
Public Works Director
3621 Bell Avenue
Manhattan Beach, California 90266

With a courtesy copy to:

City of Manhattan Beach
City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
qbarrow@manhattanbeach.gov

TO CONTRACTOR:

NMS Management, Inc.
David M. Guaderrama
155 W. 35th Street, Suite A
National City, California 91950
(619) 425-0440
nmsmanagement@msn.com

37. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

38. 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.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

NMS Management, Inc.,
a California corporation

By: _____

Name: Talyn Mirzakhonian
Title: City Manager
Date:

DocuSigned by:
By: David M. Guaderrama

9A8261B74CB948D
Name: David M. Guaderrama
Title: Director of Business
Development
Date: 2/5/2025

ATTEST:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY
REQUIRED**

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Onyx Jones
Title: Interim Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Public Works Director
Date:

EXHIBIT A Scope of Work

The Contractor shall provide janitorial services for the City's twenty-five (25) different locations that range in size from over 27,000 square feet to under 1,000 square feet. All the cleaning supplies utilized in cleaning the City facilities must have at least one (1) of the following certifications: Green Seal, EPA Safer Choice, ECOLOGO, Design for Environment (DFE).

The Contractor shall use janitorial maintenance techniques and Best Management Practices generally accepted by the industry, manufacturer recommendations, and accepted industry standards, as applicable according to the on-site conditions and locations. Contractor shall have substantial experience in Class A commercial building janitorial maintenance.

1. CONTRACT ATTACHMENTS

- Attachment I – Facility Cleaning Specifications and Frequency
- Attachment II – City Facilities
- Attachment III - City Special Event Schedule

2. QUALITY OF WORK

The Facilities Supervisor shall inspect all work performed by the Contractor and shall approve or reject the work performed, including methods or materials used. If work performed is rejected by the Facilities Supervisor, the Contractor shall remedy the situation as soon as possible at no additional cost. City staff shall closely monitor the Contractor's performance to detect operational irregularities and non-compliance with contractual requirements.

The locations and square feet for the City sites are listed in Attachment II – City Facilities. The City reserves the right to increase or decrease facility locations awarded and increase or decrease the total service area of any facility location awarded as it may deem necessary.

3. DEFINITIONS

- a) DAILY shall mean seven (7) days per week, including holidays unless noted otherwise.
- b) MONDAY-FRIDAY (MON-FRI) shall mean five (5) days per week, Monday through Friday, unless noted otherwise.
- c) SATURDAY-SUNDAY (SAT-SUN) shall mean the two (2) days of the weekend, Saturday and Sunday.

d) WEEKLY shall mean one (1) day per week. Day(s) selected shall be proposed by the Contractor and approved by the Facilities Supervisor.

e) MONTHLY shall mean once per calendar month. Day(s) selected shall be proposed by the Contractor and approved by the Facilities Supervisor.

f) QUARTERLY shall mean four (4) times per calendar year. Day(s) selected shall be proposed by the Contractor and approved by the Facilities Supervisor.

g) SEMI-ANNUALLY shall mean twice per calendar year. Day(s) selected shall be proposed by the Contractor and approved by the Facilities Supervisor.

h) ANNUALLY shall mean once per calendar year. Day(s) selected shall be proposed by the Contractor and determined by the Facilities Supervisor.

i) CONTRACTOR or "the Contractor" shall mean the Contractor awarded a contract under the terms of this Scope of Services.

j) CITY or the City shall mean the City of Manhattan Beach.

k) SUBCONTRACTOR shall mean a Contractor hired by the primary Contractor to perform specified work under the direction and control of the primary Contractor.

1. All subcontractors are subject to approval in writing by the Facilities Supervisor. Upon receiving approval from the Facilities Supervisor, the Contractor will cease to use any subcontractor and will henceforth perform the work with the Contractor's own personnel or use another subcontractor approved by the Facilities Supervisor.

2. No change shall be made by the Contractor with respect to any subcontractor without prior written authorization of the Facilities Supervisor.

l) FACILITIES SUPERVISOR or "the Facilities Supervisor" shall mean the City's Facilities Supervisor or their designee(s), as appropriate.

m) DAY PORTER shall mean the Contractor's personnel assigned to City facilities during the daytime where indicated. The Day Porter shall ensure facilities are maintained to City standards described herein at all times. Day Porter activities shall not replace routine general cleaning requirements.

n) REFUSE shall mean any receptacle containing solid waste, including landfill trash, recycling, and organics.

o) LANDFILL TRASH shall mean any receptacle containing solid waste destined for disposal at a landfill.

p) RECYCLING shall mean any receptacle containing solid waste destined for a

recycling center. This includes but is not limited to paper, glass, tin, metal, and plastics one (1), three (3), and five (5).

q) ORGANICS or ORGANIC WASTE shall mean green waste, food waste, soiled paper, or other organic material as defined by CalRecycle, whether individually or in combination. This list includes but is not limited to, all food, food-soiled paper, tea bags, coffee grounds, paper filters, fats, oils and grease, paper towels (kitchen and restroom), leaves, grass, weeds, landscape, and pruning waste and wood material from trees and shrubs.

r) HAZARDOUS WASTE shall mean all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code Sections 25110.02, 25115, and 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (“EPA”), pursuant to the Federal Resource Conservation and Recovery Act (42 USC § 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

4. CITY FACILITIES

The identified facilities requiring janitorial services referenced in Attachment II - City Facilities consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and park restrooms.

The Contractor hereby acknowledges visiting all existing facilities to be maintained, verified the square footage noted for each location, and informed themselves fully as to all conditions that might affect the work specified. The Contractor shall not be relieved of liability under this contract, nor the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions, as referred to in the Specifications referenced in Attachment II - City Facilities, and the actual conditions revealed during the examination of the locations of the proposed work. Services not to be included in the proposal are dishwashing and laundry services.

5. CONDITION REPORTING

The Contractor shall report any vandalism, graffiti, or broken or loose fixtures or furniture within their cleaning area by submitting a work order through the City’s Go Reach mobile application. In the event of an urgent problem after normal business hours that requires immediate attention, such as a broken water line in a restroom, the Contractor must report these items by immediately calling the Facilities Supervisor.

The Contractor must immediately report any unanticipated changes in its deployment of staff that will cause an interruption of services to the Facilities Supervisor. Such report shall also include the Contractor’s plan to mitigate this interruption.

6. CONTRACTOR'S NON- COMPLIANCE

If the City determines that there are deficiencies in the performance of work under this contract, the City will provide a written notice to the Contractor to correct the deficiencies within the specified periods. Said specified time frames shall be reasonable, as determined by the City, to correct the specified deficiencies. Should the Contractor fail to correct deficiencies within the specified time frames, the City may contract with other firms to correct deficiencies or may perform the work utilizing City employees. The City will deduct from the Contractor's monthly payment any cost that the City incurs correcting a deficiency of the Contractor. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover the costs incurred by the City due to the failure of the Contractor to comply with the provision of this contract.

If the City is required to provide personnel to assist or complete a task that was not completed by the Contractor or not completed in an acceptable manner, the Contractor will be charged actual costs as established by the City's Master Hourly Rates schedule, plus the cost of materials, supplies, and equipment.

7. SPECIAL EVENTS

The City may also require additional coverage beyond the defined scope of services for special events and functions, as shown in Attachment III – City Special Event Schedule.

8. ADDITIONAL WORK

The City may, at its discretion, direct the Contractor to perform additional work when the need arises due to extraordinary incidents such as vandalism, acts of God and third-party negligence, or other unforeseen needs as determined by the City. The additional work will be billed at the hourly rates provided in Exhibit B - Approved Fee Schedule.

9. DAY PORTER SERVICE

City Facilities (including park restrooms) as referenced in Attachment II – City Facilities, the Contractor must provide one (1) full-time day porter Monday-Sunday, 8:00 AM – 4:30 PM. Block 35 and Peck Reservoir office areas and restrooms are to be serviced three (3) times weekly, Monday, Wednesday, and Friday, with the start time to be determined by the City.

10. OTHER SERVICES

Public Safety Facility (Police & Fire Station No. 1 Administration Office) — the Contractor must provide two (2) full-time day porters (one (1) male & one (1) female) working on a staggered shift Monday – Friday from 6:00 AM to 2:30 PM and 8:00 AM to 4:30 PM. The Contractor must also provide one (1) day porter (either male or female) on Saturday and Sunday from 7:00 AM to 3:30 PM. These locations shall be serviced year-round, including all City observed holidays.

City Hall —the Contractor must provide one (1) full-time day porter during business hours 8:00 AM to 4:30 PM, Monday through Friday, excluding all city-observed holidays.

Mira Costa Tennis Court Restrooms —The Contractor must provide three (3) services on Saturday and Sunday at 8:30 AM, 12:00 PM, and 4:00 PM.

Metlox Plaza —Refuse removal once daily at 9:00 PM.

Pier —the Contractor must provide two (2) full-time day porters, one (1) male and one (1) female, daily, 7:30 AM to 4:00 PM, beginning the Friday prior to Memorial Day through Columbus Day. One (1) full-time porter (either male or female) daily, 7:30 AM to 4:00 PM, beginning the day after Columbus Day through the Thursday before Memorial Day.

Begg Pool — varied days/hours based on season. Attachment I - Facility Cleaning Specifications and Frequency, Section III references the schedule under Begg Pool Cleaning Requirements.

11. OFFICE OF INQUIRIES AND COMPLAINTS

At all times, the Contractor shall have a responsible person(s) employed and available to take the necessary action regarding all inquiries and complaints that may be received from the City. This person(s) shall be reachable twenty-four (24) hours per day, 365 days per year. The Contractor shall also provide a call list of mobile phone numbers for responsible employees who can respond to urgent requests. The Contractor shall identify the phone line(s) dedicated to after-hours communication. Should the contract persons or their telephone numbers change during the contract, the changes must be submitted to the Facilities Supervisor immediately. The Contractor shall respond to complaints from the City's Go Reach mobile application within twenty-four (24) hours. If complaints are not resolved within a reasonable time frame, refer to the Contractor's Non-Compliance list item in this scope of work section.

12. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work per the specifications set forth herein. At no time will the Contractor allow janitorial personnel to be diminished in size to not effectively complete the assigned tasks. A qualified, English-speaking supervisor must be present and on-site at all times to supervise the Contractor's janitorial personnel for Day and Evening staff; this shall not be a working lead.

The Contractor is responsible for providing janitorial personnel that is cleared by the City via the Live Scan process. The City will provide the Contractor with the City's Originating Agency Identifier (ORI) number, which must be provided to the fingerprinting facility.

The Contractor shall provide a weekly personnel report of cleared staff to janitoriallivescan@manhattanbeach.gov. If the Contractor is unable to provide a clear Live Scan report for personnel, they will not be authorized to provide services under the specifications of the Contract. The City will not be responsible for costs associated with obtaining Live Scans.

The Contractor shall provide and require employees to wear uniform work shirts that identify the Contractor's personnel and indicate the Contractor's name. The identification

system shall be furnished at the Contractor's expense and must present a clean, neat, and professional appearance, including name badges, as specified by the City. The Contractor shall require each of their employees to wear safe working attire. This shall include proper non-slip work shoes and other clothing and gear required by Federal and State Safety Regulations.

13. STORAGE FACILITIES

The City will provide small janitorial closets at most facilities for the Contractor to store minor equipment and supplies. Equipment owned by the Contractor shall be identified and safely stored. The City maintains secure facilities; however, the City shall not be responsible for any damaged, lost, or stolen items that are the property of the Contractor. The Contractor shall use these areas at their own risk.

The City will provide the Contractor with a reasonable amount of storage space needed to store supplies and equipment used to fulfill the requirements of this contract. Space for on-site storage of supplies is limited in many City facilities. The Contractor must arrange for frequent replenishment of supplies to maintain the stocks required. The Contractor agrees to always keep these areas neat and clean. The Contractor will be responsible and take all risk of loss, damage, or theft of any supplies and equipment stored at each location. The Contractor accepts the risk of loss or damage to equipment stored on City property.

14. PARK RESTROOM SERVICE

The Park restrooms shall be cleaned and sanitized thoroughly daily, including holidays. (City observed Holidays referenced below in Section 27.). If the site has been vandalized, requires repair, or graffiti is observed, it shall be immediately reported to the Facilities Supervisor. The Contractor is responsible for the removal of graffiti. A graffiti removal product will be provided by the Contractor but must be approved by the Facilities Supervisor. If any graffiti is unable to be removed, it shall be reported to the Contractor's Supervisor immediately. The restrooms shall be maintained and stocked with all necessary supplies to keep restrooms operational Monday through Sunday, including but not limited to hand soap, paper towels, and toilet paper. All refuse receptacles located inside and outside adjacent to the restroom shall be emptied daily and in accordance with Section 24.A. During inclement weather and upon the direction of the Facilities Supervisor, the Contractor may be instructed to keep restrooms locked. Parks Restroom Service specifications are referenced in Attachment I - Facility Cleaning Specifications and Frequency, Section II.

15. FACILITY ACCESS AND SECURITY

The Contractor shall be provided with a set of keys and facility access cards by the City. The Contractor is responsible for the keys and access cards and agrees not to duplicate them. If the Contractor has lost or misplaced keys or facility access cards, they must notify the Facilities Supervisor immediately. If additional keys or facility access cards are needed, the Contractor shall request keys/cards from the Facilities Supervisor.

Access to the facility shall be as directed by the Facilities Supervisor. The Contractor's employees are forbidden to access designated restricted areas, which will be designated by the Facilities Supervisor. The Contractor's employees shall not share keys or facility access unless approved by the Facilities Supervisor prior to obtaining access. The Contractor's employees shall not touch papers or personal effects on desks, open drawers or cabinets, use telephones, computers, or other electronic equipment, or tamper with other personal or City property. The Contractor agrees to be responsible for disarming facilities upon entry and fully locking and alarming buildings after each shift. The Contractor further agrees that the facilities shall never be left unattended unless fully locked and alarmed. The City agrees to notify the Contractor in writing when the alarm code for one of the facilities covered by this Agreement has been changed. Upon termination of this Agreement, the Contractor shall return all keys and facility access cards provided by the City to the Facilities Supervisor.

16. SUPPLIES

The Contractor shall furnish all supplies necessary for the work required under this RFP except paper products, landfill trash can liners, organic receptacle liners (paper), hand soap, and water-free urinal cleaners and screens, which shall be provided by the City. City staff shall replace the water-free urinal filter cartridges.

No supplies shall be used that the City or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment. Only biodegradable products are to be used. The Contractor shall provide a list of products necessary for the performance of the contract. The City may require samples of the products offered. The Contractor shall supply the Product Brochure and the Safety Data Sheets (SDS) within ten (10) days after the award of the contract. Submission of this list is mandatory. A listing of the cleaning products in each janitorial closet in an accessible location must be posted.

17. OSHA/CAL OSHA GUIDELINE COMPLIANCE

a) SAFETY DATA SHEETS - The Contractor shall furnish to the Facilities Supervisor copies of Safety Data Sheets (SDS) for all products used before beginning service in the facility and must update copies of the SDS during the month of January of each calendar year. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of that product's SDS must be provided to and approved by the Facilities Supervisor before the product is used in any facility. The Safety Data Sheets must comply with Cal/OSHA Regulation 1910.1200, paragraph G.

b) LABELING OF HAZARDOUS MATERIALS - The Contractor shall comply with OSHA Regulation 1919. 1200, paragraph f, concerning the labeling of all chemical containers. The Contractor shall also comply with the Cal/OSHA Section 5194, Hazard Communication.

c) CAUTION SIGNS - The Contractor shall use caution signs (i.e., wet floor, etc.) as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. The Contractor shall provide caution signs that must be on-site by the contract start date.

d) The Contractor shall provide its janitorial personnel with Protective Personal Equipment (PPE) per Cal/OSHA standards.

e) The Contractor shall be required to know and adhere to the California Occupational Safety and Health Act of 1973 (Cal/OSHA) COVID-19 Prevention Non-Emergency Regulations, the California Department of Public Health orders, and all state, federal, and local regulations regarding COVID-19 and other infectious diseases that may pose a risk to public health. B. Contractor shall advise employees who have any symptoms of COVID-19, the common cold, influenza, or infectious disease not to report to work. The Contractor shall notify the Facilities Supervisor immediately upon learning that an employee who was working onsite at a City facility has been diagnosed with COVID-19 or any infectious disease.

18. LABELING OF SUPPLIES/CHEMICALS

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have such labels or markings affixed to all containers as prescribed by law, regulatory agencies, or this contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State, and City laws, ordinances, rules, and regulations.

19. SLIP RESISTANCE

The Contractor shall verify that all floor finishes, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

20. GERMICIDAL PROPERTIES

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

21. EQUIPMENT

All necessary cleaning equipment, including power-driven floor scrubbing machines, backpack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind, and no equipment shall be used which is harmful to the facility or its contents. All equipment must be in good working condition. Any non-working equipment shall be repaired or replaced within twenty-four (24) hours of equipment becoming unserviceable.

The City will provide the water and electricity necessary to perform the services required for this contract at no cost to the Contractor.

22. MANDATORY REQUIREMENTS FOR CONTRACTOR PERSONNEL

- a) Custodians shall be employees of the Contractor and must have legal right to work in the United States.
- b) Custodians employed by the Contractor shall be fully trained and skilled in safe and proper cleaning techniques.
- c) Custodians are not authorized to use City offices, workstations, conference room(s), or any other City employee workspace as a meal break or meeting location.

23. CLEANING PROCEDURES

The Contractor will develop and implement procedures to avoid exposure of building occupants to potentially hazardous chemicals that adversely impact air quality. The Contractor shall minimize cross-contamination of regularly occupied areas by chemical pollutants. In accordance with contract specifications, the Contractor will regularly clean permanent entryway systems (grills, grates, walk-off mats, etc.) to capture dirt, particulates, etc., from entering the building at all high-volume entryways. The Contractor must use environmentally appropriate and lawful disposal procedures of liquid waste.

24. CLEANING ACTIVITY SPECIFICATIONS

These specifications are given as general guidelines to establish a minimum quality of service for each cleaning activity performed by Contractor. The cleaning activities are defined in Attachment I - Facility Cleaning Specifications and Frequency, Section I, which outlines the level of service required for each type of building area.

A. Refuse (Landfill Trash, Recycling and Organics) Material and Receptacles

All refuse, including landfill trash, recycling, and organics, shall be removed and deposited in its correct corresponding bin or cart at the dumpster sites according to the schedule. Trash (landfill) will be deposited into the landfill trash bin or cart, recycling will be deposited into the recycling bin or cart, and organic material (food, soiled paper, etc.) will be deposited into the organics cart. The Contractor must comply with all regulations of SB 1383, AB 1826, and AB 341.

1. Receptacle Emptying and Cleaning

All interior refuse receptacles shall be emptied according to schedule.

- a. Landfill trash: All landfill trash receptacles shall be relined with clean plastic liners. Bags of trash shall be deposited into the landfill trash bin or cart only. Do not deposit landfill trash in recycling or organic bins or carts.
- b. Commingled recycling: All recycling receptacles shall not be lined with any plastic liner – do not insert plastic liners on any recycling receptacles. The Contractor will need to directly deposit recyclables into the recycling bin or cart without any bag/plastic liner. Acceptable recyclable material includes commingled, clean, and dry paper, glass, tin metal, and plastic numbers (one) 1, (three) 3, and (five) 5. No liquids or food waste

are allowed to be mixed with the recycling. Do not mix content from the recyclable receptacle with landfill or organic material.

c. Organic material: All organic receptacles shall not be lined with any plastic liners. Organic receptacles may be lined with 30% post-consumer material paper bags.

The Contractor shall notify the Facilities Supervisor when a refuse receptacle requires repair or replacement. Receptacles shall be kept clean and odor-free. Refuse of any kind shall not be allowed to accumulate in hallways or overflow receptacles. Refuse of any kind shall not be allowed to blow around the grounds by the dumpsters. Spills resulting from the collection process shall be promptly cleaned by the Contractor.

2. Miscellaneous Refuse and Paper Collection

All refuse, including landfill trash, recycling, and organic material left in corridors or near trash receptacles and intended for disposal in its corresponding receptacle, shall be collected and removed to the designated dumpster/collection site.

3. Receptacle Cleaning and Disinfecting

On an as-needed basis, refuse receptacles shall be thoroughly cleaned inside and out, including any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage, and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished Attachment I - Facility Cleaning Specifications and Frequency to ensure the adequacy of supplies and hygienic condition of restrooms. The Contractor shall clear a clogged toilet or sink with a plunger. If unable to clear a clogged toilet or sink, the Contractor shall immediately notify the Facilities Supervisor.

1. Fixture Cleaning and Disinfecting

Fixtures, including toilets, toilet bowls, sinks, and urinals, shall be disinfected and cleaned. Special care shall be paid to the floors and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine, and other soils.

Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc.

2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be disinfected and cleaned. They shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

3. Mirror and Chrome Cleaning

Mirrors, chrome, and other metal trim shall be cleaned and polished. Included are metal supply dispensers, hand dryers, metal door pushes, and metal light switches.

Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, and graffiti and shall present a high shine.

4. Tile De-Scaling

Tile floors, walls, and shower stalls, etc., in restrooms shall be cleaned of all scales, mineral deposits, mold, and soap residues with an appropriate chemical cleaning solution and shall be thoroughly rinsed and dried to present a uniformly clean appearance. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.

5. Grout Cleaning

Grouting and sealants shall be cleaned with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to the tile grout, and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6. Vinyl Tile Floor/Wall Cleaning Vinyl

Vinyl tile floors and walls shall be thoroughly scrubbed with a heavy-duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of the area.

7. Restroom Supplies

Restrooms shall be serviced as to ensure the sufficiency of supplies and hygienic conditions. Extra supplies (i.e. toilet paper, toilet seat covers) shall be left when necessary to ensure an ample supply between cleanings. Hand towels, soap, toilet tissue, and toilet seat covers, shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleanings.

Feminine hygiene disposal containers shall be emptied daily and sanitized.

C. Floor Maintenance

1. Sweeping/Dust Mopping

Floors shall be swept, or dust mopped to present a clean and orderly appearance at all times. There shall be no loose dirt or debris in evidence, including in corners and other places accessible to the broom or dust mop.

2. Removing Gum/Tar, Etc.

Surface accumulations of chewing gum, tar, hardened dirt, and other spoilage that cannot

be removed by other means, such as mopping, sweeping, or dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

3. Spot Mopping

Spills, spots, and stains shall be damp mopped to ensure a uniform clean appearance. Spilled materials must be cleaned immediately to prevent damage to floor finishes. If practical, floors shall receive a light coat of finish to repair the damage and present a uniform appearance. Floor damage shall be reported to the Facilities Supervisor.

4. Mopping

Floors shall be damp or wet mopped to maintain a clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, smears, mop strands, and other unsightly appearances.

5. Stripping and Refinishing

This procedure shall remove accumulations of dirt, finish, scuff marks, discoloration, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall always be avoided. Extreme caution shall be exercised to prevent splashing of walls, baseboards, or furnishings. Any furnishings moved to accomplish the procedure shall be replaced in the original position when work is completed. Also, floors shall be re-waxed with a sealer and coat of slip-resistant floor finish. If separate sealer and finish coats are applied, allow adequate drying time between coats. DRY STRIPPING PROCEDURES SHALL NOT BE USED. Finished or refinished floors shall present a uniform shine and shall not have buildup or finish along edges or in corners. Overlapping finish marks shall not be apparent.

D. Carpet Care

Carpets shall be vacuumed, spot-cleaned, and shampooed with extraction to remove accumulations of dust, dirt, stains, and soil. They shall always present a uniformly clean appearance free from spots, stains, chewing gum, tar, grease, trash, etc. Any tears, rips, burns, or indelible stains shall be reported to the Facilities Supervisor for repairs or replacement.

1. Vacuuming

Carpets shall be vacuumed with close attention to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to ensure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments.

Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed, and any furniture moved must be returned to its original position. Carpets shall be free from lint and debris.

2. Spot Cleaning

Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, watermarks, etc. The type of cleaner used shall not cause fading or discoloration. Indelible stains that cannot be removed by spotting and shampooing shall be reported to the Facilities Supervisor. Water leaks or beverage spills shall be cleaned up as soon as they are discovered. Gum and tar shall be removed as soon as they are discovered.

3. Shampooing with Extraction

This procedure shall be employed to ensure a clean and uniform appearance and to prolong the life of the carpet. This is complete carpet cleaning and involves the use of an approved method to thoroughly clean the carpet. Care shall be taken to avoid damaging carpet fibers, irrespective of the method of carpet cleaning employed. The City shall give the Contractor at least one week's notice prior to scheduling quarterly carpet shampooing. Proper signage must be posted by the Contractor at least forty-eight (48) hours before the scheduled work and removed after conditions are safe and carpets are dry. The Contractor is responsible for placing sufficient fans to allow the carpet to properly dry before the area is occupied. Chair mats or similar items shall not be placed on damp carpet. Carpets damaged due to improper drying procedures shall be replaced at the Contractor's expense.

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below seven (7) feet or about in height) that comprise the furnishings and structures of the facility, including, but not limited to office furniture chairs, tables, file cabinets, countertops, ledges, rails, display cases and the tops of those cases, computers, telephones, etc.

NOTE: Unless requested, objects (books, papers, pens, pencils, partially filled or empty beverage containers, files, etc.) on horizontal surfaces (including the floor) should not be moved to accomplish the cleaning.

1. Spot Cleaning

Surfaces that have been spot-cleaned shall be free from smudges, fingerprints, dirt, splashes, smears, spills, etc., and shall present a uniformly clean appearance.

2. Dusting

Care shall be exercised to avoid damaging painted or wooden surfaces of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Any items or furnishings moved during the procedure shall be replaced in the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and

other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

3. Damp Wiping

Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced with the original position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears, etc., and shall present a uniformly clean appearance. Watermarks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below seven (7) feet or about in height). This shall include, but not be limited to, walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

1. Wall Cleaning

Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be cleaned and well rinsed, free from dirt, splashes, soap residue, fingerprints, etc., and present a uniformly clean appearance.

2. Baseboard Cleaning

Baseboards shall be cleaned after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc. Care shall be taken when vacuuming so that marks are not left on the baseboards and shall be cleaned immediately if staff does bump and leave marks.

G. Drinking Fountain Cleaning and Disinfecting

All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry, and polished. All refuse and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the Facilities Supervisor. Wall areas around the fountains shall be free from water spots and streaks.

H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above seven (7) feet or about in height) or special, long-reach

cleaning device. This shall include but is not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt, lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc., and shall present an overall clean appearance.

1. Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents. Cleaned vents, grills, etc. shall be free from dirt, accumulated dust, and cobwebs, and shall present an overall clean appearance.

2. Cleaning Light Fixtures/Filters

Light fixtures/filters (egg crates, diffusers, etc.) shall be cleaned or dusted using appropriate cleaning methods without disassembly of any fixtures. Care shall be taken to prevent cracking or breakage.

I. Cleaning Window Coverings

Window coverings shall be cleaned with the appropriate cleaning agent. Care shall be taken to prevent damage.

J. Window/Glass Washing Service Requirements

Interior/Exterior Window/Glass Cleaning.

1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at each facility.
2. The Contractor shall wash and dry both the inside and outside window/glass surfaces, wash the inside window frames and sills, and dust the outside window frames and sills. All exterior cleaning shall be done from the ground using ladders, lifts, etc. The Contractor will not be allowed access to the roof.
3. The Contractor shall observe all Cal/OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc., shall be Cal/OSHA-approved for window/glass washing.
4. Acids or acid-base products shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

6. Interior and Exterior window/glass cleaning shall occur as referenced in Attachment I – Facility Cleaning Specifications and Frequency.

K. Stairwell Cleaning

Stairwells shall present a uniformly clean appearance.

1. Stair Step Riser and Threshold Cleaning

Attention shall be paid to inaccessible areas, such as corners and edges, and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from refuse, both in open areas and inaccessible areas such as corners and along edges. If a finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.

2. Handrail Cleaning

Handrails of stairways shall be cleaned and free from fingerprints, dirt, and smears.

L. Urgent Janitorial Services

Urgent services may include but are not limited to cleaning up spills, leaks, breakage, bio-hazard cleanup, and infectious diseases (COVID-19, RSV, etc.), which require special handling. Biohazards may include blood, urine, fecal matter, and vomit. The Contractor shall not dispose of any hazardous waste in any City refuse receptacle or bin. The Contractor shall contact the Facilities Supervisor for all hazardous waste disposal needs.

In the case of urgent services where additional staff or redeployment of on-duty staff is required, the Facilities Supervisor will notify the Contractor's supervisor, and the Contractor must provide the needed service within one (1) hour. For urgent/emergency work, the Contractor may hire a subcontractor on a time and materials basis, as approved by the Facilities Supervisor. The Contractor shall sign and keep all documentation related to the work performed.

In the event of a declared emergency or natural disaster, the Facilities Supervisor may require the Contractor to provide janitorial services and supplies necessary to support the City's emergency operations. Written approval from the Facilities Supervisor shall be obtained for lump sum estimates. The Contractor shall maintain records of all expenses incurred according to the Federal Emergency Management Agency (FEMA) standards.

25. ANNUAL COST ADJUSTMENT

A written request for any cost adjustment may be submitted annually, at least ninety (90) days prior to each anniversary date of the contract. Such a request must include written justifications for the requested cost increase. The City will evaluate the request for a cost adjustment and will be the sole judge as to whether any cost increase will be approved. Adjustments may not exceed the percentage change in the Consumer Price

Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent twelve (12) month period to a maximum allowable annual increase of three (3) %.

26. REAL-TIME TRACKING AND REPORTING

The Contractor shall track daily, weekly, monthly, quarterly, semi-annual, and annual services performed under this agreement. This data shall be available to the Facilities Supervisor in real-time twenty-four (24) hours per day, 365 days per year. The proposed method of tracking and reporting shall be clearly specified in the proposal submitted by the Contractor.

27. CITY OBSERVED HOLIDAYS

OBSERVED HOLIDAYS*	
Holiday	Observance Day/Date
New Year's Day	January 1 st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday & Friday after in November
Christmas Eve	December 24 th (Closed half day, 12:00 PM)
Christmas Day	December 25 th
New Year's Eve	December 31 st (Closed half day, 12:00 PM)

*Public Safety Facility, Comfort Station, and all City Park-owned and managed restrooms require service year-round, including City observed holidays.

**Begg Pool Holiday Schedule defined in Attachment I – Facility Cleaning Specifications and Frequency, Section II

**EXHIBIT B
APPROVED FEE SCHEDULE
MAY 1, 2025 - APRIL 30, 2030**

Facility	Address	Total Square Footage (Approximate)	Required Schedule Per Week	Weekly Pricing	Monthly Pricing	Annual Pricing
City Hall	1400 Highland Avenue	27474	5/days	\$2,413.07	\$10,456.62	\$125,479.49
Police (Entire Area) /Fire (Admin Only)	400/420 15th Street	59969	7/days	\$3,671.97	\$15,911.88	\$190,942.58
City Hall Annex	421 15th Street	1712	7/days	\$269.34	\$1,167.16	\$14,005.93
Public Works Yard includes: Bldg. C- Admin. office, breakroom, kitchen, men and women's restroom and locker room; Bldg. B-Fleet offices, General Services offices, and main warehouse area; Bldg. A1- Engineering offices, men and women's restroom, and kitchen	3621 Bell Avenue	8054	7/days	\$833.70	\$3,612.69	\$43,352.29
Public Works Gym and Office	3621 Bell Avenue	969	5/days	\$181.60	\$786.95	\$9,443.42
Begg Pool	1402 N. Peck Avenue	5985	* refer to Exhibit A, Sect III	\$657.35	\$2,848.53	\$34,182.41
Joslyn Community Center	1601 N. Valley Drive	7165	7/days	\$697.62	\$3,023.04	\$36,276.42
Live Oak Park, Ceramic Studio	1901 N. Valley Drive	3159	5/days	\$321.20	\$1,391.87	\$16,702.47
Live Oak Park-Tennis Office and Restrooms	1901 N. Valley Drive	3159	7/days	\$527.43	\$2,285.54	\$27,426.42
Live Oak Park, Recreation Hall	1901 N. Valley Drive	3643	7/days	\$449.69	\$1,948.65	\$23,383.77
Live Oak Park, Scout House	1617 N. Valley Drive	3061	6/days	\$298.57	\$1,293.80	\$15,525.58
Manhattan Beach Arts Center	1560 Manhattan Beach Boulevard	5832	7/days	\$640.99	\$2,777.63	\$33,331.58
Manhattan Heights Community Center and Outdoor Restrooms	1600 Manhattan Beach Boulevard	8431	7/days	\$849.71	\$3,682.10	\$44,185.15
Manhattan Village Park Soccer Field Restrooms	1300 Parkview Avenue	480	7/days	\$217.00	\$940.35	\$11,284.21
Marine Avenue Park Center	1625 Marine Avenue	2064	7/days	\$284.30	\$1,231.96	\$14,783.56
Marine Sports Complex, Field Restrooms	1801 Marine Avenue	3267	7/days	\$335.41	\$1,453.43	\$17,441.21
Metlox	451 Manhattan Beach Boulevard	N/A	7/days	\$589.83	\$2,555.95	\$30,671.40
Mira Costa Tennis Restrooms	701 Peck Avenue	480	2/days	\$179.93	\$779.69	\$9,356.27
Pier Comfort Station Restrooms	1135 The Strand	2222	7/days	\$1,437.28	\$6,228.19	\$74,738.32
Pier Roundhouse	2 Manhattan Beach Pier	2000	7/days	\$1,433.66	\$6,212.54	\$74,550.52
Polliwog Park Restrooms	1601 Manhattan Beach Boulevard	1471	7/days	\$259.12	\$1,122.87	\$13,474.42
Premier Field Restrooms	1599 18th Street	288	7/days	\$208.85	\$905.02	\$10,860.22
Sand Dune Park Restrooms	3100 Bell Avenue	681	7/days	\$225.55	\$977.39	\$11,728.67
Block 35 Reservoir Restroom	1431 6th Street	48	3/days	\$43.45	\$188.29	\$2,259.48
Peck Reservoir Restroom	1800 Peck Avenue	48	3/days	\$43.45	\$188.29	\$2,259.48
TOTAL				\$17,070.07	\$73,970.43	\$887,645.27

**APPROVED FEE SCHEDULE
MAY 1, 2030 - JUNE 30, 2030**

Facility	Address	Total Square Footage (Approximate)	Required Schedule Per Week	Weekly Pricing	Monthly Pricing	Two Month Pricing
City Hall	1400 Highland Avenue	27474	5/days	2413.067	10456.62	\$20,913.24
Police (Entire Area) /Fire (Admin Only)	400/420 15th Street	59969	7/days	\$3,671.97	\$15,911.88	\$31,823.76
City Hall Annex	421 15th Street	1712	7/days	\$269.34	\$1,167.16	\$2,334.32
Public Works Yard includes: Bldg. C- Admin. office, breakroom, kitchen, men and women's restroom and locker room; Bldg. B-Fleet offices, General Services offices, and main warehouse area; Bldg. A1- Engineering offices, men and women's restroom, and kitchen	3621 Bell Avenue	8054	7/days	833.7	3612.69	\$7,225.38
Public Works Gym and Office	3621 Bell Avenue	969	5/days	181.6	786.95	\$1,573.90
Begg Pool	1402 N. Peck Avenue	5985	* refer to Exhibit A, Sect III	657.35	2848.53	\$5,697.06
Joslyn Community Center	1601 N. Valley Drive	7165	7/days	697.62	3023.04	\$6,046.08
Live Oak Park, Ceramic Studio	1901 N. Valley Drive	3159	5/days	321.2	1391.87	\$2,783.74
Live Oak Park-Tennis Office and Restrooms	1901 N. Valley Drive	3159	7/days	527.43	2285.54	\$4,571.08
Live Oak Park, Recreation Hall	1901 N. Valley Drive	3643	7/days	449.69	1948.65	\$3,897.30
Live Oak Park, Scout House	1617 N. Valley Drive	3061	6/days	298.57	1293.8	\$2,587.60
Manhattan Beach Arts Center	1560 Manhattan Beach Boulevard	5832	7/days	640.99	2777.63	\$5,555.26
Manhattan Heights Community Center and Outdoor Restrooms	1600 Manhattan Beach Boulevard	8431	7/days	849.71	3682.1	\$7,364.20
Manhattan Village Park Soccer Field Restrooms	1300 Parkview Avenue	480	7/days	217	940.35	\$1,880.70
Marine Avenue Park Center	1625 Marine Avenue	2064	7/days	284.3	1231.96	\$2,463.92

Marine Sports Complex, Field Restrooms	1801 Marine Avenue	3267	7/days	335.41	1453.43	\$2,906.86
Metlox	451 Manhattan Beach Boulevard	N/A	7/days	589.83	2555.95	\$5,111.90
Mira Costa Tennis Restrooms	701 Peck Avenue	480	2/days	179.93	779.69	\$1,559.38
Pier Comfort Station Restrooms	1135 The Strand	2222	7/days	1437.28	6228.19	\$12,456.38
Pier Roundhouse	2 Manhattan Beach Pier	2000	7/days	1433.66	6212.54	\$12,425.08
Polliwog Park Restrooms	1601 Manhattan Beach Boulevard	1471	7/days	259.12	1122.87	\$2,245.74
Premier Field Restrooms	1599 18th Street	288	7/days	208.85	905.02	\$1,810.04
Sand Dune Park Restrooms	3100 Bell Avenue	681	7/days	225.55	977.39	\$1,954.78
Block 35 Reservoir Restroom	1431 6th Street	48	3/days	43.45	188.29	\$376.58
Peck Reservoir Restroom	1800 Peck Avenue	48	3/days	43.45	188.29	\$376.58
TOTAL				\$17,070.07	\$73,970.43	\$147,940.86

**EXHIBIT B
APPROVED FEE SCHEDULE – AS-NEEDED SERVICES**

As-needed/Hourly Rates (Excludes Holidays)	Position Title	Pricing
General cleaning	Janitor weekdays	\$34.53
General cleaning	Janitor weekends	\$36.28
Porter service	Porter weekdays	\$34.53
Porter service	Porter weekends	\$36.28
Floor care service	Floor tech	\$38.02
Supervision	Supervisor	\$41.51

EXHIBIT B
APPROVED FEE SCHEDULE – SPECIAL EVENTS
MAY 1, 2025 – APRIL 30, 2030

Refer to Exhibit B – City Special Events Schedule		
Janitorial Services	Cost Per Event	Annual Pricing
May		
Tour de Pier	\$ 657.74	\$ 657.74
June - September (9 events total)		
Concerts in the Park	\$ 963.23	\$8,669.03
August		
MBO Volleyball Tournament	\$3,806.13	\$3,806.13
Int'l Surf Festival/6 Man Volleyball Tournament	\$3,806.13	\$3,806.13
October		
Old Hometown Fair/MB 10K	\$1,315.49	\$1,315.49
Pumpkin Race	\$1,268.71	\$1,268.71
November		
Pier Lighting/DTBA Holiday Open House	\$ 657.74	\$ 657.74
December		
Holiday Fireworks	\$ 657.74	\$ 657.74
Total Annual Cost		\$20,838.71

APPROVED FEE SCHEDULE – SPECIAL EVENTS

MAY 1, 2030 – JUNE 30, 2030

Janitorial Services	Cost Per Event	Pricing
May		
Tour de Pier	\$ 657.74	\$ 657.74
June (5 events total)		
Concerts in the Park	\$963.23	\$4,816.15
	Total	\$5,473.89

Exhibit C

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of the Department of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit C**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.

**ATTACHMENT I
FACILITY CLEANING ACTIVITY SPECIFICATIONS & FREQUENCY**

**SECTION I
CITY FACILITY CLEANING ACTIVITY SPECIFICATIONS**

Daily Cleaning Requirements
A. Office Areas
1. Vacuum all carpet including corners and behind doors.
2. Remove existing mats and vacuum or sweep/clean them. Sweep all vinyl and tile floors, clean with a damp mop, and replace mats.
3. Empty all trash receptacles and replace them with new liner
4. Empty all recycling individual office receptacles.
5. Return all chairs to their original locations
6. Spot clean and polish all doors, glass, door handles, frames, and thresholds inside and out.
7. Dust and spot damp clean all accessible surfaces (i.e., desks, file cabinets, countertops, partitions, etc.). Remove all dust, smudges, and fingerprints within a height of 7'.
8. Dust and spot clean electric switch plates, windowsills, and baseboards.
9. Spot Clean Walls
B. Restrooms
1. Damp clean walls and tile with disinfectant cleaner to remove all soil, grease, and film.
2. Remove existing mats and vacuum or sweep/clean them. Sweep, disinfect, and mop all floors (DO NOT HOSE DOWN). Replace mats.
3. Clean and polish all chrome or brass water fixtures, light switches, and all other metal and plastic finished fittings.
4. Clean and disinfect all stall partitions.
5. Clean and polish mirrors.
6. Clean, disinfect, and polish entire toilet, toilet bowls, and urinal fixtures;
7. Clean and polish countertops and enameled surfaces (i.e. sinks).
8. Empty, clean, and disinfect all waste receptacles, including sanitary receptacles.
9. Replenish hand soap, sanitary, and all paper products.
C. Breakrooms/Kitchen
1. Spot clean walls
2. Clean and polish all chrome or brass fixtures, light switches, and other metal, plastic, or ceramic-finished fittings, including sinks.
3. Clean and disinfect all exposed countertops and tables with food-grade disinfectant.
4. Resupply soap and hand towels.
5. Empty, clean, and disinfect all waste receptacles, including door recycling containers. Insert new liner.
6. Remove existing mats, vacuum, or sweep/clean mats. Sweep all vinyl and tile floors, clean with a damp mop, and replace mats.
7. Vacuum all carpet including corners and behind doors.
8. Wipe down the exterior surfaces of refrigerators.

9. Wipe down the interior and exterior of microwaves, ovens, cooktops, and toasters.
10. Return all chairs and tables to their original position.
11. Dust and spot clean windowsills and baseboards.
12. Wash, clean, and disinfect all drinking fountains with approved cleaning compounds.
13. Check and replenish all towel dispensers.

D. Hallways/Foyers
1. Clean and polish all doors, door handles, frames, and thresholds inside and out. Remove all dust, smudges, and fingerprints up to seven (7) feet in height.
2. Vacuum all carpet.
3. Remove existing mats, vacuum, or sweep/clean mats. Sweep all vinyl and tile floors, clean with a damp mop, and replace mats.
4. Dust and spot clean electric switch plates, windowsills, and baseboards.
5. Spot cleans walls
6. Dust and damp clean all accessible surfaces.
7. Dust and spot-clean the exterior of display cases and trophy cases.
8. Wash, clean, and disinfect all drinking fountains with approved cleaning compounds.
9. Empty all trash & recycling receptacles and replace them with new liners.

E. Entrances – Exterior
1. Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Clean and polish all exterior windows. Remove all dust, smudges, and fingerprints within a height of seven (7) feet.
2. The entrance area, including steps, must be swept.
3. Empty all trash and recycle containers located immediately outside the entrances.

F. Stairwells
1. Remove existing mats, vacuum, or sweep/clean mats. Sweep all vinyl and tile floors clean with a damp mop and replace mats.
2. Vacuum all carpet including corners and behind doors.
3. Dust and damp clean all accessible surfaces.
4. Clean and polish all glass doors, door handles, frames, and thresholds inside and out. Clean and polish all exterior windows. Remove all dust, smudges, and fingerprints within a height of seven (7) feet.
5. Dust and spot-clean all-electric switch plates, windowsills, and baseboards.
6. Dust and clean handrails.

G. Conference Rooms
1. Vacuum all carpet including corners and behind doors.
2. Remove existing mats and vacuum or sweep/clean them. Sweep all vinyl and tile floors clean with a damp mop and replace the mats.
3. Spot clean walls.
4. Neatly arrange all chairs and tables.
5. Dust, clean, and polish conference tables, podiums and council platform.
6. Dust and spot clean surfaces (including bookcases and other furniture items).
7. Empty all trash and recycling receptacles and replace them with new liner.

8. Wipe and dust baseboards and doors.
9. Spot-clean all doors, door handles, frames, and thresholds inside and out.
10. Dust and spot clean electric switch plates, windows sills, and baseboards.

H. Elevators
1. Vacuum, sweep, and mop floors.
2. Clean and polish elevator walls and interior and exterior doors.
I. Pier Roundhouse/Comfort Station
1. Clean restrooms, empty trash, and replace bags.
2. Replenish empty waste bags in dispensers at the Strand.
3. Sweep and pressure wash down the stairs and pier stairs.
4. Police pier and surrounding area for trash and waste.
5. Clean the fish cleaning area and disinfect it with food-grade cleaner.
6. Empty all trash and recycling receptacles and replace them with new liners.
7. Clean and disinfect trash and recycling receptacles.

Weekly Cleaning Requirements
A. Office Areas
1. Vacuum upholstered furniture.
2. Clean and polish the total surface of glass doors and glass partitions.
3. Clean hard-to-reach surface areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges, and shelves all height ranges
4. Remove all cobwebs from walls, ceilings, corners, windows, etc.
B. Restrooms
1. Remove all cobwebs from walls, ceilings, corners, windows, etc.
C. Breakroom/Kitchen
1. Remove all cobwebs from walls, ceilings, corners, windows, etc.
2. Vacuum corners and behind doors.
3. Empty and clean of all trash receptacles.
4. Clean all exterior cabinet surfaces.
D. Hallways/Foyers
1. Dust and clean above seven (7) feet of woodwork and light fixtures.
2. Vacuum corners and behind doors.
3. Remove all cobwebs from walls. ceilings, corners, windows, etc.

E. Stairwells – Interior
1. Vacuum corners and behind doors.
2. Dust and clean above seven (7) feet of all surfaces, woodwork, and light fixtures.
3. Clean and polish all doors, glass, door handles, frames, and thresholds inside and out. Clean and polish all interior windows. Remove all dust, smudges, and fingerprints above seven (7) feet in height.
F. Conference Rooms
1. Vacuum corners and behind doors.
2. Vacuum upholstered furniture.
3. Clean total surfaces inaccessible areas (fixtures, chairs, file cabinets, storage cabinets, tables, lamps, counters, windowsills/ledges, and shelves all height ranges.
4. Remove all cobwebs from walls, ceilings, corners, windows, etc.

Monthly Cleaning Requirements	
A. Office Areas	
1.	Vacuum and clean AC vents and returns.
2.	Dust and clean wood paneling.
3.	All high dusting over seven (7) feet.
4.	Dust all window coverings.
B. Restrooms	
1.	Vacuum and clean vents, AC vents, and returns.
2.	All high dusting over seven (7) feet.
C. Breakroom/Kitchen	
1.	Vacuum and clean AC vents and returns.
2.	All high dusting over seven (7) feet.
3.	Dust all window coverings.
D. Hallways/Foyers	
1.	Vacuum and clean AC vents and returns.
2.	Dust all window coverings.
E. Stairwells – Interior	
1.	Vacuum and clean AC vents and returns.
2.	Dust all window coverings.
F. Conference Rooms	
1.	Vacuum and clean AC vents and returns
2.	All high dusting over seven (7) feet.
3.	Dust all window coverings
G. Pier Roundhouse	
1.	Roundhouse exterior windows and window coverings.
H. Breakroom/Kitchen	
1.	Clean the interior of the refrigerator

Quarterly Cleaning Requirements
A. Office Areas
1. All non-carpeted floors (excluding quarry tile) – stripped, machine scrubbed, re-applied floor finish, and buffed.
2. Quarry tile & bricks – machine scrub and reseal with non-slip finish, and sealer.
3. Vinyl and tile floors cleaned, buffed by machine and polished.
4. Clean and shampoo the carpet with the extraction method.
B. Restrooms
1. Vinyl and tile floors – clean, disinfect by machine, and polish and reseal tile floors with a non-slip finish.
2. Grout cleaning and tile de-scaling
C. Breakroom/Kitchen
1. Vinyl and tile floors are clean, buff by machine, and polished.
2. Carpet cleaning with extraction on carpeted areas
D. Hallways/Foyers
1. Vinyl and tile floors cleaned, buffed by machine and polished.
E. Stairwells – Interior
1. Vinyl and tile floors are clean, buffed by machine, and polished.
2. City Hall – clean and polish brass/chrome or wood fixtures.
F. Conference Rooms
1. All non-carpeted floors (excluding quarry tile) – stripped, machine scrubbed, re-applied floor finish, and buffed.
2. Clean and shampoo the carpet with the extraction method.
G. Hallways/Foyers
1. All non-carpeted floors (excluding quarry tile) – stripped, machine scrubbed, re-applied floor finish, and buffed.
2. Clean and shampoo the carpet with the extraction method.
Semi-Annual Cleaning Requirements
1. Exterior and Interior window cleaning twice a year, in April and October, for all City Facilities.

**SECTION II
PARKS RESTROOM DAILY CLEANING SPECIFICATIONS**

Citywide Owned and Managed Parks Restroom Service
1. Pick up and dispose of litter in and around the restroom facility.
2. Empty trash receptacles and replace liner(s).
3. Sweep and mop floors with cleaner/disinfectant.
4. Clean walls and ceiling with cleaner/disinfectant, including tile and grout.
5. Wash and disinfect partitions.
6. Remove graffiti with a City-approved graffiti remover. If graffiti cannot be removed with said cleaner, the Contractor shall notify the Facilities Supervisor within one (1) hour of determination.
7. Clean sinks with a cleaner/disinfectant.
8. Clean mirrors
9. Clean and disinfect toilets.
10. Restock toilet paper and paper towels.
11. Wet mop the entire floor surface using cleaner/ disinfectant. Dry the floor with a dry mop before opening to the public.
12. Remove any offensive odors.
13. Any acts of vandalism or theft shall be immediately reported to the Contract Administrator or designee.
14. The contractor shall lock the restroom during periods of inclement (rain) weather, as directed by the Contractor Administrator or designee. The contractor shall open restrooms as weather conditions allow, per the direction of the Facilities Supervisor.
15. The contractor shall report all water leaks immediately upon discovery and make every attempt possible to shut the water off in such a way that will isolate the leaking fixture until repairs can be completed by the City.
16. The contractor shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the Contract Administrator or designee immediately upon discovery.
17. Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
18. When restroom fixtures (i.e., toilets bowls, sinks, urinals, etc.) are determined to be inoperable, the Contractor shall cover said fixture with a black plastic trash liner, tape close the edges, and immediately notify the Facilities Supervisor.

**SECTION III
BEGG POOL CLEANING SPECIFICATIONS, FREQUENCY, & OBSERVED HOLIDAYS**

Begg Pool Cleaning Requirements	
<u>LOCKER ROOMS (Men and Women)</u>	
<u>Daily:</u>	
1. Clean and disinfect partition walls and doors	
2. Clean and polish mirrors	
3. Clean and disinfect entire toilet and urinal fixtures	
4. Clean and polish sinks	
5. Empty, clean, and disinfect all waste receptacles, including sanitary receptacles	
6. Replenish hand soap, sanitary and all paper products	
<u>Weekly:</u>	
1. Locker room floors, including the shower floors, are to be hosed down and sanitized as follows:	
A. Summer Cleaning Schedule: Monday, Wednesday, Friday	
B. Off-Season Cleaning Schedule: Monday – Thursday	
<u>OFFICE AREA</u>	
<u>Daily:</u>	
1. Vacuum all carpet and floor mats	
2. Sweep and mop all vinyl and tile floors	
3. Empty all trash receptacles and replace them with new liner	
<u>CLEANING SCHEDULES:</u>	
<u>Summer cleaning schedule:</u>	
1. Times: 10:00 pm to 6:00 am	
2. Days: Monday – Sunday (Seven (7) days/week)	
3. Dates: June 15 th – August 31 st	
<u>Seasonal cleaning schedule:</u>	
1. Times: 10:00 pm to 6:00 am	
2. Days: Monday – Friday (Five (5) days/week)	
3. Dates: September 1 st – June 14 th	
BEGG POOL HOLIDAY SCHEDULE	
HOLIDAY	OBSERVANCE DAY/DATE
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day and Friday after Thanksgiving	4 th Thursday & Friday after in November
Winter holiday schedule: December 24th – January 1st	

ATTACHMENT II CITY FACILITIES

	Facility	Address	Total Square Footage (Approximate)	Required Schedule Per Week
1	City Hall	1400 Highland Avenue	27,474	5/days
2	Public Safety Facility (includes Police Department and Fire Department Administration)	400/420 15 th Street	59,969	7/days
3	City Hall Annex	421 15 th Street	1,712	7/days
4	Public Works Yard includes Bldg. C- Admin. office, breakroom, kitchen, men's and women's restroom, and locker room; Bldg. B-Fleet offices, General Services offices, and main warehouse area; Bldg. A1- Engineering offices, men's and women's restroom, and kitchen.	3621 Bell Avenue	8,054	7/days
5	Public Works Gym/Office	3621 Bell Avenue	969	5/days
6	Begg Pool	1402 N. Peck Avenue	5,985	Reference Attachment I, Section III
7	Joslyn Community Center	1601 N. Valley Drive	7,165	7/days
8	Live Oak Park, Ceramic Studio	1901 N. Valley Drive	3,159	5/days
9	Live Oak Park, Tennis Office and Restrooms	1901 N. Valley Drive	3,159	7/days
10	Live Oak Park, Recreation Hall	1901 N. Valley Drive	3,643	7/days
11	Live Oak Park, Scout House	1617 N. Valley Drive	3,061	6/days
12	Manhattan Beach Arts Center	1560 Manhattan Beach Boulevard	5,832	7/days
13	Manhattan Heights Community Center and Outdoor Restrooms	1600 Manhattan Beach Boulevard	8,431	7/days
14	Manhattan Village Park Soccer Field Restrooms	1300 Parkview Avenue	480	7/days
15	Marine Avenue Park Center	1625 Marine Avenue	2,064	7/days
16	Marine Sports Complex, Field Restrooms	1801 Marine Avenue	3,267	7/days
17	Metlox	451 Manhattan Beach Boulevard	N/A	7/days
18	Mira Costa Tennis Restrooms	701 Peck Avenue	480	As Needed
19	Pier Comfort Station Restrooms	1135 The Strand	2,222	7/days
20	Pier Roundhouse	2 Manhattan Beach Pier	2,000	7 days
21	Polliwog Park Restrooms	1601 Manhattan Beach Boulevard	1,471	7/days
22	Premier Field Restrooms	1599 18 th Street	288	7/days
23	Sand Dune Park Restrooms	3100 Bell Avenue	681	7/days
24	Block 35 Reservoir Restroom	1431 6 th Street	48	3/days
25	Peck Reservoir Restroom	1800 Peck Avenue	48	3/days

**ATTACHMENT III
CITY SPECIAL EVENT SCHEDULE**

Item	Month	Event	Location	Duration	Total Staffing Required
1	May				
1.1	19 th Varies	Tour de Pier	Comfort Station	1 day	<u>2 – Janitorial Service</u> 1 Male 1 Female
2	June- September				
2.1	End of June- First week in September	Concerts in the Park	Polliwog Park	9 Sundays	<u>3 - Litter pick up & Janitorial Service</u> 1 Male 1 Female 1 additional staff (male or female)
3	August				
3.1		MBO Volleyball	Pier Comfort Station	3 days Friday - Sunday	<u>4 - Janitorial Service Minimum</u> 1 Male 1 Female 2 additional staff (male or female)
3.2	1 st Weekend in August	6-Man Volleyball	Pier Comfort Station	3 days Friday - Sunday	<u>4 - Janitorial Service Minimum</u> 1 Male 1 Female 2 additional staff (male or female)
4	October				
4.1	1 st Weekend in October	Hometown Fair	Live Oak Park Joslyn Center	2 days Saturday and Sunday	<u>2 - Janitorial Service</u> 1 Male 1 Female
4.2		Pumpkin Race	Pier Comfort Station	1 day Sunday	<u>4 - Janitorial Service Minimum</u> 1 Male 1 Female 2 additional staff (male or female)
5	November				
5.1	Wednesday of the week before Thanksgiving	Pier Lighting	Pier Comfort Station	1 day Wednesday	<u>2 - Janitorial Service</u> 1 Male 1 Female
6	December				
6.1	2 nd Sunday in December	Holiday Fireworks	Pier Comfort Station	1 day Sunday	<u>2 - Janitorial Service</u> 1 Male 1 Female