

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH NOVA COMMERCIAL
TO PROVIDE JANITORIAL SERVICES FOR MULTIPLE FACILITES**

This Agreement is entered into effective as of July 1, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **NOVA COMMERCIAL**, A California Corporation (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires Janitorial services in order to maintain public buildings; and

WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.080 for contracts exceeding \$100,000; received six (6) proposals, and selected **NOVA COMMERCIAL** based on the rating criteria; and

WHEREAS, after completing review of the proposals, staff ranked **NOVA COMMERCIAL** as first based on the criteria described in the solicitation; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider’s unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

NOVA COMMERCIAL

CITY OF CHULA VISTA

BY: _____
SOPHIA SILVA
CEO

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Stephen Mosca
1800 Maxwell, Chula Vista, CA 91911
619-397-6149
smosca@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

NOVA COMMERCIAL
2573 Market Street
619-666-9095
eleanor@Novagbc.com

For Legal Notice Copy to:

Sophia Silva
2573 Market Street
619-666-9095
sophia@noacommercial.com

2. Required Services

A. General Description:

SPECIFICATIONS FOR JANITORIAL SERVICES FOR MULTIPLE CITY FACILITIES

NOVA COMMERCIAL will provide janitorial services for multiple City facilities as outlined below. Additional facilities may be added/ amended upon written mutual agreement.

1. General Specifications

Contractor shall provide and/or purchase all equipment, labor and materials required to perform the following services in a satisfactory manner:

- a. Contractor shall perform a baseline cleaning of the facilities listed below. This baseline cleaning will remove all visible spots, discoloring, smudges, dust, and all other filth from all areas high and low. This baseline cleaning will establish the model for all cleanings during the term of this contract.

- b. Contractor shall provide janitorial services for the City of Chula Vista facilities listed in this document.
- c. Contractor shall provide and/or purchase all services, products, equipment, vehicles, and employees as defined in this document.
- d. Contractor shall adhere to all scheduling as defined in this document unless a schedule change has been approved by the City in writing.
- e. Contractor shall provide additional janitorial services, as needed, and as defined by change order(s) or proposal(s) for events and/or special considerations for the City of Chula Vista.
- f. Contractor shall maintain a current City of Chula Vista business license, and their subcontractors shall do so as well.
- g. Contractor shall present a professional image and maintain a high standard of quality and technical competence. Total responsibility for this is placed upon the Contractor.

B. Detailed Description:

- 1. Contractor will provide the following services:

The Contractor shall send a Daily Attendance Roster, which is to include all missing staff members, to the Building Services Manager by 9:00 a.m. each working day.

Failure to complete the work as scheduled or as specified herein will result in the following actions:

- a. The sum of Two Hundred Fifty Dollars (\$250) per day will be deducted by the City and be forfeited by the Contractor from payments to the Contractor for each instance where an item of work is not completed in accordance with schedule or specifications.
 - b. Deficiencies: An additional amount equal to the costs incurred by completion of the work by an alternate source, whether it be City forces or separate private contractor, even if it exceeds the contract unit price, will be deducted.
 - c. The actions outlined in “a” and “b” above shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.
- 2. Company Employees and Vehicles
 - d. Contractor will supply a pool of employees sufficient to meet the agency’s needs.
 - e. Contractor will provide or pay for their employees to wear clean, neat appearing uniforms that will be worn while working on City premises. Uniforms will consist of a polo shirt or other collared shirt with name tag and Contractor’s identification and full-length work pants.
 - f. Contractor and their employees will be courteous and show respect to the public, City employees and other Contractor employees at all times. Use a friendly voice tone and offer assistance when necessary.

- g. Contractor and their employees will need to complete and pass a CJIS level vendor employee background, including a Live Scan, and sign a mandatory CJIS document to have unescorted access within the Police Department.
 - h. **NOVA COMMERCIAL** will provide a list of employees (applicants) that will be working within the Police building to the Chula Vista Police Department Backgrounds Unit. The list shall include the employee name, date of birth, phone number, and email address. A Background Investigator will contact the employee with directions on scheduling a Live Scan and completing a backgrounds information packet.
 - i. Once the applicant has been live scanned (fingerprinted), the Chula Vista Police Department must wait for a response from the Department of Justice.
 - j. The Department of Justice may send the Chula Vista Police Department a 30-day, 60-day or 90-day delay on the applicant. The City has no control over these delays. This occurs when applicants have common names, have been previously permitted, or have prior criminal history or arrest information on file. No applicants will be approved and no issuance of keys, security codes, or access information for any City facility will be provided by the contractor or the City to the applicant until all information has been received from the Department of Justice and that applicant cleared by the City and a City of Chula Vista contractor identification card issued.
 - k. Contractor will pay the \$52 fee for Live Scan for each employee working within City facilities.
 - l. The employee will be placed on subsequent notification. This requirement allows the department to receive notification of any arrest after the Live Scan check.
 - m. Contractor is responsible for their employees' actions on these sites.
 - n. Contractor will ensure that their employees do not have other "unapproved" personnel including children in the facilities or in the Contractor's vehicles outside the facility.
 - o. Contractor will ensure that their employees do not store personal property of any kind in or on City facilities.
 - p. Contractor will not issue, loan or otherwise allow the procurement of keys, access information, or codes to anyone, including employees, without first receiving authorization from the City Representative and without first successfully completing the background check and Live Scan and submitting said documentation to the City Representative.
 - q. Contracted employees will refrain from making or receiving personal calls during working hours. Non-emergency calls should be made during breaks or lunch.
3. Building Security
- a. Report to the City Representative in writing any walls, rooms, carpeting, equipment and furniture damaged by vandalism, graffiti, stains, water leaks, etc.
 - b. Secure and lock all doors before leaving unoccupied buildings.

- c. Turn off all lights not left on for security reasons as instructed.
- d. Activate intrusion alarm security systems after completing work and before leaving buildings.
- e. Deactivate security systems before entering buildings at the beginning of work as instructed and where applicable.
- f. Report in writing to the City Representative security system false alarms activated by Contractor's employees or otherwise occurring during janitorial service when no City employee is present.
- g. Provide to the City Representative a list of the keys and codes issued to Contractor's employees. This list will include employee names, addresses and telephone numbers that these codes and keys are issued to. Contractor will notify the City Representative of all and any keys or other pass code information lost by Contractor's employees.
- h. Contractor shall not duplicate keys without first receiving written permission from the City Representative.
- i. Contractor is responsible for retrieving all City security information from those employees no longer employed by the Contractor, for whatever reason.
- j. Contractor will notify the City Representative within 24 hours in writing of any Contractor employee whose employment has been terminated that has or has had City security information or appurtenances.
- k. Contractor is responsible for the cost of any re-keying, entry code, or security code changes needed due to non-retrieval of this security information, keys or appurtenances from their past employees.

4. City Holiday Schedule

The City of Chula Vista's public offices will be closed in observation of the following holidays. The Libraries and Recreation Center sites will not be cleaned on these dates:

- New Year's Day
- Martin Luther King, Jr. Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day (and the day after)
- Christmas Day

Services will continue to be provided at the Police Department on City Holidays.

5. Tasks

- a. Contractor will separate all recyclable material from other refuse and deposit in appropriate receptacle at each facilities serviced location.
- b. Contractor will leave each facility visually clean having wiped, spot removed, dusted mopped, vacuumed, emptied or otherwise cleaned each area per this document to the standards defined within this document, industry standard and City expectation.
- c. The following is a guideline for cleaning these areas as defined in this document. The intent of this document is to find these areas visually clean, all hard surfaces sanitized, all fabrics unstained, vacuumed and ready for use upon entry every day. All areas should smell clean but should not have a bold cleanser smell upon entry.

Police Department – Excluding Jail

Description	Task	Frequency
Exterior and Entry Areas	Clean entry glass	Daily
	Remove trash	Daily
	Sweep entry walks	Daily
	Sweep entry	Daily
	Disinfect high touch surface	Daily
	Sweep receiving area	Weekly
	Offices, Conference rooms, Corridors and Stairs/Elevators	Remove trash and recycle bins
Vacuum carpets		Daily
Detail vacuum carpets - Spot clean carpets		Weekly
Sweep and mop hard floors		Daily
Disinfect high touch surfaces		Daily
Spot clean vertical surfaces		Daily
Spot clean glass dividers		Daily
Dust up to 6 feet vertical surfaces		Weekly

	Dust desk or table surfaces (papers and items shall not be moved)	Weekly
	Polish wood surfaces that a free of paper and items	Weekly
	Arrange chairs as needed	Daily
	Sanitize and polish water fountains	Daily
Restrooms		
	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize urinals and toilets	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Pour water down floor drains	Weekly
Lunchrooms, kitchen areas, and break rooms	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize tables and chairs and arrange chairs	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Sanitize appliances	Daily
Other Services		
	Evening trash pick-up from Jail	Daily

	High dust common areas and offices	Monthly
	Clean lobby windows (inside and outside)	Monthly
	Scrub restroom floors	Monthly
	Buff hard floors	Monthly
	High dust vents and light fixtures	Quarterly
	Seal restroom floors	Quarterly
	Dust blinds	Semi Annual
	Vacuum upholstered furniture	Semi Annual
	Clean interior common and partition glass	Semi Annual

Police Department – Jail

Description	Task	Frequency
Exterior and Entry Areas	Clean entry glass	Daily
	Remove trash	Daily
	Sweep entry walks	Daily
	Sweep entry	Daily
	Disinfect high touch surface	Daily
Offices, Conference rooms, Corridors and Stairs/Elevators		
	Remove trash and recycle bins	Daily
	Vacuum carpets	Daily
	Detail vacuum carpets - Spot clean carpets	Weekly
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily

	Spot clean vertical surfaces	Daily
	Spot clean glass dividers	Daily
	Dust up to 6 feet vertical surfaces	Weekly
	Dust desk or table surfaces (papers and items shall not be moved)	Weekly
	Polish wood surfaces that a free of paper and items	weekly
	Arrange chairs as needed	Daily
	Sanitize water fountains	Daily
Restrooms		
	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize urinals and toilets	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Pour water down floor drains	Weekly
Lunchrooms, kitchen areas, and break rooms	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize tables and chairs and arrange chairs	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily

	Sanitize appliances	Daily
Other Services		
	Cell and shower area sanitation with high pressure washer – rotating	Weekly
	High dust common areas and offices	Monthly
	Clean lobby windows (inside and outside)	Monthly
	Scrub restroom floors	Monthly
	Buff hard floors	Monthly
	Routine cleaning of walk in fridge and oven in kitchen area	Bi-monthly
	Deep freeze defrost and cleaning	Quarterly
	High dust vents and light fixtures	Quarterly
	Seal restroom floors	Quarterly
	Dust blinds	Semi Annual
	Vacuum upholstered furniture	Semi Annual
	Clean interior common and partition glass	Semi Annual

Libraries – Civic Center Branch, South Chula Vista, and Otay Ranch

Description	Task	Frequency
Exterior and Entry Areas	Clean entry glass	Daily
	Remove trash	Daily
	Sweep entry walks	Daily
	Sweep entry	Daily
	Disinfect high touch surface	Daily

Offices, Conference rooms, Corridors and Stairs/Elevators		
	Remove trash and recycle bins	Daily
	Vacuum carpets	Daily
	Detail vacuum carpets - Spot clean carpets	Weekly
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces	Daily
	Spot clean glass dividers	Daily
	Dust up to 6 feet vertical surfaces	Weekly
	Dust desk or table surfaces (papers and items shall not be moved)	Weekly
	Polish wood surfaces that a free of paper and items	weekly
	Arrange chairs as needed	Daily
	Sanitize water fountains	Daily
Restrooms		
	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize urinals and toilets	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Pour water down floor drains	Weekly
Lunchrooms, kitchen areas, and break rooms	Remove trash and recycle	Daily

	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize tables and chairs and arrange chairs	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Sanitize appliances	Daily
Other Services		
	High dust common areas and offices	Monthly
	Clean lobby windows (inside and outside)	Monthly
	Scrub restroom floors	Monthly
	Buff hard floors	Monthly
	High dust vents and light fixtures	Quarterly
	Seal restroom floors	Quarterly
	Dust blinds	Semi Annual
	Vacuum upholstered furniture	Semi Annual
	Clean interior common and partition glass	Semi Annual

Recreation Center – Heritage and Veterans

Description	Task	Frequency
Exterior and Entry Areas	Clean entry glass	Daily
	Remove trash	Daily
	Sweep entry walks	Daily

	Sweep entry	Daily
	Disinfect high touch surface	Daily
Offices, Conference rooms, Corridors and Stairs/Elevators		
	Remove trash and recycle bins	Daily
	Vacuum carpets	Daily
	Detail vacuum carpets - Spot clean carpets	Weekly
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces	Daily
	Spot clean glass dividers	Daily
	Dust up to 6 feet vertical surfaces	Weekly
	Dust desk or table surfaces (papers and items shall not be moved)	Weekly
	Polish wood surfaces that a free of paper and items	weekly
	Arrange chairs as needed	Daily
	Sanitize water fountains	Daily
Restrooms		
	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize urinals and toilets	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily

	Pour water down floor drains	Weekly
Lunchrooms, kitchen areas, and break rooms	Remove trash and recycle	Daily
	Sweep and mop hard floors	Daily
	Disinfect high touch surfaces	Daily
	Spot clean vertical surfaces up to 6 feet	Daily
	Sanitize tables and chairs and arrange chairs	Daily
	Sanitize sinks and counters	Daily
	Refill and clean dispensers	Daily
	Sanitize appliances	Daily
Other Services		
	High dust common areas and offices	Monthly
	Clean lobby windows (inside and outside)	Monthly
	Scrub restroom floors	Monthly
	Buff hard floors	Monthly
	High dust vents and light fixtures	Quarterly
	Seal restroom floors	Quarterly
	Dust blinds	Semi Annual
	Vacuum upholstered furniture	Semi Annual
	Clean interior common and partition glass	Semi Annual

6. Products

- a. Contractor will maintain an adequate inventory of janitorial supplies, products and equipment sufficient to meet the agency's needs. The City will provide paper products, the contractor will provide cleaning products and related janitorial equipment.

- b. Contractor will replenish on each service date all products used in that facility. At the end of each service, each location will have extra supplies of two cases of toilet tissue and paper hand towels, an ample supply of each additional paper product, two cans of each spray product applicable, two gallons of each floor cleaning chemical product used at that facility, two gallons of liquid hand cleaner, two gallons of window cleaner, two gallons of sanitizer, and all other cleaning appurtenances in good condition such as, but not limited to - broom, clean mop, bucket and wringer, dust pan, fox tail brush, toilet brush, and other cleaning items.
- c. Some sites have limited storage capability. It is the contractor’s responsibility to supply, provide and store products for the service of these areas in a manner that serves the City best at the discretion of the City Representative.
- d. With the above exception, all other products will be stored off site. No items other than those shown will be stored in the City facility.
- e. All products will meet or exceed the City’s specifications.
- f. All products proposed for use by the Contractor on any site covered by this contract will first be approved through the submittal process as defined within this document. The City will not pay any additional costs for Contractor requested substitutions when the City listed approved products are still available. The City reserves the right to approve or disapprove any product.
- g. All products will be removed from boxes and stowed neatly on shelves and racks for easy access and inventory.
- h. Contractor will provide the City with Safety Data Sheet(s) (SDS) information on all product submittals.
- i. Contractor is responsible for providing SDS information to their employees.
- j. Previously used products list:

DESCRIPTION	SUPPLIER
1. Glass Cleaner	Waxie
2. Stainless Steel Cleaner	Waxie
3. Neutral Floor Cleaner	Waxie
4. General Restroom Disinfectant	Waxie
5. Urinal Deodorized Screens	Waxie
6. General Multipurpose Cleaner	Waxie
7. Furniture Polish	Waxie
8. Industrial Degreaser	Waxie
9. Floor Sealant/Wax and Floor Stripper	Waxie
10. Bathroom Tile Cleaner	Waxie
11. Toilet Bowl and Fixture Cleaner (Mild acid based)	Waxie
12. Solsta Dilution System	Waxie

All Cleaning products (if available) will be green based and must be approved by the City of Chula vista before use at city facilities.

7. Equipment

- a. Contractor will supply and maintain all tools and equipment in good and proper working condition, such as clean mops, brooms, bucket and wringers, carts, dust pans, dusters, vacuum cleaners, janitorial vehicles, cleaning supplies and chemicals, and secure an adequate inventory of all janitorial supplies and products.
- b. All equipment provided by the Contractor will be of commercial grade.
- c. Contractor will supply each facility two mops, a “clean mop” for kitchens, lunchrooms, prep areas, etc. and another mop for all other areas and incidental cleanups.
- d. “Clean mops” will be marked so that employees of the City as well as Contractor’s employees can easily recognize these tools as clean.
- e. Contractor will replace all mops as needed to ensure adequate, sanitary cleaning.
- f. All equipment stored on site at a City facility will be stored neatly and orderly. All Janitors closets will be stowed in such a way that City employees can easily find what is needed, during their work shift, without moving other items - except for the janitorial cart. All mops, brooms, dust pans, and other cleaning appurtenances will be either hung or shelved neatly when they are stored.
- g. Any storage shelf/ cabinet units needed for the storage of the supplies as described in this document at any facility listed is subject to the approval process in section 9 (submittals). Once approved, the shelf unit will be installed by the City.
- h. Any rack systems needed for storage of other janitorial equipment as described in this document at any facility listed is subject to the approval process in section 9 (submittals).
- i. Any chemical dispensing unit/equipment and appurtenances that the Contractor finds critical to their operation is subject to the approval process in section 9 (submittals). Purchase, assembly, and installation will be done, contracted, or coordinated by the Contractor at their expense and under the direction of City staff. This is not a reimbursable item.

8. Submittals

- a. All materials and consumable products are subject to prior approval by the City’s Representative. Contractor will provide submittals for the following items to the City’s Representative for approval. All materials and consumable products used at these project sites will be subject to prior approval through this submittal application process. No materials will be accepted for use on this project without prior approval in writing. All submittals will have the appropriate MSDS attached for City review.
- b. Any Contractor requested replacements/ substitutions for the items listed in “PRE-APPROVED PRODUCTS” are subject to this approval process.

9. Service Adjustments

The City reserves the right to increase or decrease the services as needed. Services and fees for new facilities shall be added at the average rate per square foot for a comparable facility at the time of the addition. Such changes will be according to the terms and conditions of said bid specification and will be done through a duly authorized change notice to the master agreement for regular service and by City-approved proposal for event or special cleanings.

10. Site Inspection and Reporting

- a. Report immediately by telephone (during regular working hours (619) 397-6000, after hours issues call Chula Vista Police Department dispatch at (619) 691-5151) any issues that may require immediate action. For emergencies call 911.
 - i. Incidents of injury, damage or potential hazards to the public, end users or employees.
 - ii. Running water (roof leaks, faucet leaks, ceiling leaks)
 - iii. Power outages or light bulb replacement
 - iv. Sewer and drain backups or clogging and foul smells and odors
 - v. Ceiling tile stains and deformation
- b. Report immediately by e-mail issues such as, but not limited to:
 - i. Public nuisances
 - ii. Work performance delays
 - iii. Repairs needed
 - iv. Dripping water
 - v. Non-emergency electrical issues such as, but not limited to, outlets without power or entire buildings without power.
 - vi. Lost and found articles
 - 1) Deliver any lost and found article from the Library to the Library Administrative Secretary that date.
 - 2) Deliver any lost and found article from the Police Department to the Watch Commander

11. Payments

- a. Contractor will submit a monthly payment invoice listing each of the facilities serviced and each individual invoice amount.
- b. If the City determines that there are deficiencies in the performance of this contract, the Contractor will be notified both verbally and in writing each time service requirements are found to be unsatisfactory and corrective action is necessary. Should the Contractor fail to correct any deficiencies within 12 hours, the City may exercise the following measures:
 - i. Deduct from the Contractor's payment the amount necessary to correct the deficiency.
 - ii. Withhold the entire or partial payment.
 - iii. Utilize City forces or alternate source to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.
- c. Invoices will be submitted to the Building Services Supervisor

City of Chula Vista Public Works
 1800 Maxwell Road
 Chula Vista, CA 91911

12. Quality Assurance

Contractor is responsible for training, supervising, equipping, checking work quality, ensuring adherence to schedule, and all other management issues involved with their employees. Quality control is the responsibility of the Contractor.

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin July 1, 2022 and end on June 30, 2023 with the option to extend for four (4) one-year extensions for completion of all Required Services.

4. **Compensation:**

A. **Form of Compensation**

Fixed Fee Paid in **Monthly** Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

CONTRACTOR agrees to provide all labor necessary to perform custodial services for the following facilities in accordance with the provisions and specifications listed in this Agreement. All paper-based products and hand-soaps shall be purchased by the City.

Base Line Cleaning Services Labor Pricing

ACTIVITY	PER HOUR COST
Labor, Hourly Rate DURING Regular Work Hours (M-F 6:00 am to 5:00 pm)	\$30.00
Labor, Hourly Rate AFTER Regular Work Hours	\$34.50

Location	Time of Service	Staffing/ Hours	Est. Square Footage	Monthly Cost
Chula Vista Police Department (excluding Jail)	4:00 am to 12:30 pm Monday to Friday	1 staff - 8 hours	132,374 square feet interior (gross)	\$9,324.00
	8:00 am to 5:00 pm Monday to Friday	1 staff – 8 hours each	150,314 square feet garage	
	6:00 am to 2:30 pm Weekends and City Holidays	1 staff – 8 hours each	8,517 exterior walkways	

Chula Vista Police Department – Jail	4:00 am to 12:30 pm Monday to Friday	1 staff - 8 hours	16,000 square feet	\$3,790.00
Chula Vista Library – Civic Center Branch	8:00 am to 4:30 pm Monday to Friday	1 staff - 8 hours each	71,085 square feet	\$4,736.00
	8:00 am to 12:30 pm Saturday and Sunday	1 staff – 4 hours each		
Chula Vista Library South Branch	8:00 am to 4:30 pm Monday to Friday	1 staff - 8 hours each	38,614 square feet	\$4,736.00
	8:00 am to 12:30 pm Saturday and Sunday	1 staff – 4 hours each		
Chula Vista Library – Otay Ranch Branch	6:00 am to 8:00 am Monday to Friday	1 staff - 2 hours each	3,900 square feet	\$925.00
Recreation Center – Veterans	10:00 am to 2:00 pm Sunday to Thursday	1 staff - 4 hours each	15,885 square feet	\$1,949.00
Recreation Center – Heritage	8:00 am to 10:00 am Sunday to Thursday	1 staff - 2 hours each	6,000 square feet	\$950.00
			Monthly Total:	\$26,410

Note: Services for Libraries and Recreation Centers – Libraries and Recreation Centers are currently restricted due to COVID-19 protocols. Hours of operation may be increased as restrictions are modified.

Work Schedule - The Contractor shall accomplish all janitorial services based on the schedule noted above. Contractor shall adhere to all scheduling as defined in this document unless a schedule change has been approved by the City in writing.

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

Monthly costs per Facility are included on the table above. In addition, the City may use the Contractor for the following Services at the rates noted below:

Additional Window Cleaning	Cost per Sq. Ft.	<u>\$0.75</u>
Additional Carpet Shampooing	Cost per Sq. Ft.	<u>\$0.12</u>
Stripping and Waxing Service	Cost per Sq. Ft.	<u>\$0.25</u>
Additional Cleanup Services (regular working hours)	Cost per Hour	<u>\$30.00</u>
Additional Cleanup Services (call-backs for after-hours, weekends and holidays with one (1) hour response time)	Cost per Hour	<u>\$34.50</u>

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through June 30, 2023 shall not exceed **\$380,000.00 for fiscal year 2022-23 and \$2,250,000 for the total term of the Agreement (5-years).**

5. Special Provisions:

Permitted Sub-Contractor/Service Providers: “None”

Security for Performance: In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for four (4) additional terms, defined as a one-year increment or n/a. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to the rate of inflation as reflected by the San Diego Consumer Price Index (“CPI”) – for Urban Wage Earners and Clerical Workers (CPI-W), up to a maximum increase of 5% for any one (1) additional term for each extension. The City shall give written notice to Contractor/Service Provider of the City’s election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

None

**EXHIBIT B
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁴ from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Stephen Mosca

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).