

**FIRST AMENDMENT  
to Agreement between the  
City of Chula Vista  
and  
Nova Commercial  
For Janitorial Services for Multiple Facilities**

This FIRST AMENDMENT “Amendment” is entered into effective as of May 16, 2023 “Effective Date” by and between the City of Chula Vista (“City”) and Nova Commercial “Consultant” with reference to the following facts:

**RECITALS**

WHEREAS, City and Consultant previously entered into Attachment 2 Nova First Amendment to Agreement.docx “Original Agreement” on July 1, 2022; and

WHEREAS, City and Consultant desire to amend the Agreement to add janitorial services at additional City facilities, increase the annual not to exceed amount for fiscal year 2023, amend the first term to include fiscal year 2024, and increase the total value of the agreement to \$3,500,000) as more specifically set forth below; and

WHEREAS, Section 8.1 of the Original Agreement provides that the parties are permitted to modify the Agreement by means of a written amendment executed by both Parties.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A of the Agreement, entitled Scope of Work and Payment Terms, is replaced in its entirety with Exhibit A to this First Amendment, entitled First Amended and Restated Scope of Work and Payment Term.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST  
AMENDMENT  
TO  
ATTACHMENT 2 NOVA FIRST AMENDMENT TO AGREEMENT.DOCX**

NOVA COMMERCIAL

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
SOPHIA SILVA  
CEO

BY: \_\_\_\_\_  
JOHN MCCANN  
MAYOR

ATTEST

BY: \_\_\_\_\_  
KERRY K. BIGELOW, MMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Jill D.S. Maland  
Lounsbery Ferguson Altona & Peak  
Acting City Attorney

**EXHIBIT A**  
**FIRST AMENDED AND RESTATED**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:

Stephen Mosca  
1800 Maxwell Road, 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.us

B. Contractor/Service Provider Contract Administration:

NOVA COMMERCIAL  
PO BOX 1435 National City, CA 91950  
619-666-9095  
[eleonor@Novagbc.com](mailto:eleonor@Novagbc.com)

For Legal Notice Copy to:  
Sophia Silva  
PO Box 1435 National City, CA 91950  
619-666-9095  
[sophia@novacommercial.us](mailto:sophia@novacommercial.us)

**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

- a. Contractor will supply a pool of employees sufficient to meet the agency's needs.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Once the applicant has been live scanned (fingerprinted), the Chula Vista Police Department must wait for a response from the Department of Justice.
- g. 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.
- h. Contractor will pay the \$52 fee for Live Scan for each employee working within City facilities.
- i. The employee will be placed on subsequent notification. This requirement allows the department to receive notification of any arrest after the Live Scan check.
- j. Contractor is responsible for their employees' actions on these sites.
- k. 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.

l. Contractor will ensure that their employees do not store personal property of any kind in or on City facilities.

m. 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.

n. 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	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 and polish water fountains	Daily
<b>Restrooms</b>		
	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
<b>Lunchrooms, kitchen areas, and break rooms</b>	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
<b>Other Services</b>		
	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
<b>Restrooms</b>		
	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
<b>Lunchrooms, kitchen areas, and break rooms</b>	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
<b>Other Services</b>		
	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, Veterans, Norman Park, Loma Verde

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, 2024 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	FY 2022-23	FY23-24
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	\$9,790.20
	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	\$3,979.50
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	\$4,972.80

	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  8:00 am to 12:30 pm Saturday and Sunday	1 staff - 8 hours each  1 staff – 4 hours each	38,614 square feet	\$4,736.00	\$4,972.80
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	\$971.25
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	\$2,046.45
Recreation Center – Heritage	8:00 am to 10:00 am Sunday to Thursday	1 staff - 2 hours each	6,000 square feet	\$950.00	\$997.50
Recreation Center - Norman Park Senior Center	5:00 am to 1:30 pm Monday to Friday	1 staff - 8 hours each	Main building 15,760 square feet  Annex 6,336 square feet	\$3,825.03	\$4,016.28
Recreation and Aquatic Center - Loma Verde	8:00 am to 4:30 pm Monday to Friday  8:00 am to 12:30 pm Saturday	1 staff - 8 hours each  1 staff – 4 hours each	23,325 square feet	\$5,055.00	\$5,307.75

Saturday Services at various Recreation Centers	5:00 am to 1:30 pm Saturday Only	1 staff - 8 hours each		\$1,479.00	\$1,552.95
			Monthly Total:	\$36,769.03	\$38,607.48
			Annual Total	\$441,228.36	\$463,289.78

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. Services for Loma Verde Recreation and Aquatic Center is for the recreation portion only - services for aquatic center to be added.

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

**AND**

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2024 shall not exceed \$1,500,000. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for services provided during the term of that extension shall not exceed \$750,000. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for services provided during the initial and optional extension periods shall not exceed \$3,500,000.

**5. Special Provisions:**

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

Options to Extend: Notwithstanding the completion date set forth in section 3.C., above, City has option to extend this Agreement for up to three additional years, in one-year increments. The 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 3., 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 Works (CPI-W), up to a maximum increase of 5% for any (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. Such notice shall be provided at least 30 days prior to the expiration of the term.