#### GENERAL SERVICES CONTRACT Janitorial & Floor Maintenance Services Specification No. S-2024-646BD

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Gamboa Services, Inc. DBA Corporate Image Maintenance (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

# <u>recitals</u>

WHEREAS, OC San desires to retain the services of Contractor for Janitorial and Floor Maintenance Services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on February 26, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

# 1. <u>General</u>.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work Exhibit "B" – Proposal and BAFO Exhibit "C" – Determined Insurance Requirement Form Exhibit "D" – Contractor Safety Standards Exhibit "E" – Human Resources Policies

- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.
- 1.5 Work Hours: Shall be as specified in Exhibit "A."

- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

# 2. <u>Scope of Work</u>.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 <u>Modifications to Scope of Work</u>. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 <u>Familiarity with Work</u>. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.
- 2.4 <u>Performance</u>. Time is of the essence in the performance of the provisions hereof.

# 3. <u>Contract Term</u>.

- 3.1 The term of this Contract shall be for one (1) year commencing on April 1, 2025 and continuing through March 31, 2026.
- 3.2 <u>Renewals</u>. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 <u>Extensions</u>. The term of this Contract may be extended only by an amendment signed by both Parties.

# 4. <u>Compensation</u>.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed One Million Four Hundred One Thousand Six Hundred Tweny-Three Dollars (\$1,401,623.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

# 5. <u>Payments and Invoicing</u>.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to <u>APStaff@OCSan.gov</u>. In the subject line include "INVOICE" and the Purchase Order Number.

# 6. <u>California Department of Industrial Relations Registration and Record of Wages</u>.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
  - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 7. <u>Damage to OC San's Property</u>. Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
- 8. <u>Freight (F.O.B. Destination</u>). Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- **9.** <u>Audit Rights</u>. Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
- 10. <u>Contractor Safety Standards and Human Resources Policies</u>. OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
- 11. <u>California Voluntary Protection Program (Cal/VPP) Annual Reporting Requirement</u>. For the duration of the contract term, Contractor shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. Contractor shall furnish this report to OC San no later than the 20th day of January each calendar year. Failure to provide this data by the required due date may result in suspension of your services with OC San. Any delay arising out of or resulting from such suspension shall be Contractor's sole responsibility and considered Contractor caused delay, which shall not be compensable by OC San.
- 12. <u>Insurance</u>. Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
- 13. Bonds. Not Used
- 14. <u>Indemnification and Hold Harmless Provision</u>. Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such

damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law. Contractor's duty to defend shall apply whether or not such claims. allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well gualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

- **15.** <u>Independent Contractor</u>. The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
- **16.** <u>Subcontracting and Assignment</u>. Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
- **17.** <u>Disclosure</u>. Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
- 18. <u>Non-Liability of OC San Officers and Employees</u>. No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
- **19.** <u>**Third-Party Rights.**</u> Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
- **20.** <u>Applicable Laws and Regulations</u>. Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.

- 21. <u>Licenses, Permits, Ordinances, and Regulations</u>. Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
- 22. <u>Regulatory Requirements</u>. Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
- **23.** <u>Environmental Compliance</u>. Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
- 24. <u>South Coast Air Quality Management District's Requirements</u>. It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
- **25.** <u>Warranties</u>. Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.

# 26. Dispute Resolution.

- 26.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 26.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

# 27. Liquidated Damages. Not Used

- **28.** <u>Remedies</u>. In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
- **29.** <u>Force Majeure</u>. Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.

# 30. <u>Termination</u>.

- 30.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 30.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 30.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
  - if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
  - if Contractor sells its business; or
  - if Contractor breaches any of the terms of this Contract; or
  - if the total amount of compensation exceeds the amount authorized under this Contract.
- 30.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
- **31.** <u>Attorney's Fees</u>. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

- **32.** <u>Waiver</u>. The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
- **33.** <u>Severability</u>. If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.
- **34.** <u>Survival</u>. The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
- **35.** <u>**Governing Law.**</u> This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

# 36. <u>Notices</u>.

36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

| OC San:     | Jackie Lagade<br>Purchasing Supervisor<br>Orange County Sanitation District<br>18480 Bandilier Circle<br>Fountain Valley, CA 92708<br>jlagade@ocsan.gov                             |
|-------------|---|
| Contractor: | Michael Gamboa<br>Vice President<br>Gamboa Services, Inc.<br>DBA Corporate Image Maintenance<br>2116 S. Wright Street<br>Santa Ana, CA 92705<br><u>michael@corp-image-maint.com</u> |

- 36.2 Each party shall provide the other party written notice of any change in address as soon as practicable.
- **37.** <u>**Read and Understood**</u>. By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

- **38.** <u>Authority to Execute</u>. The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
- **39.** <u>Entire Agreement</u>. This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

[Intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

| Dated: | By:<br>Ryan P. Gallagher<br>Chair, Board of Directors    |
|--------|--|
| Dated: | By:<br>Kelly A. Lore<br>Clerk of the Board               |
| Dated: | By:<br>Kevin Work<br>Purchasing & Contracts Manager      |
|        | GAMBOA SERVICES, INC.<br>DBA CORPORATE IMAGE MAINTENANCE |
| Dated: | By: Print Name and Title of Officer                      |

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# EXHIBIT A

# SCOPE OF WORK

For

Janitorial & Floor Maintenance Services

#### EXHIBIT A SCOPE OF WORK JANITORIAL & FLOOR MAINTENANCE SERVICES SPECIFICATION NO. S-2024-646BD

#### 1. Summary

The Orange County Sanitation District (OC San) is seeking a highly qualified and experienced janitorial maintenance company to provide janitorial and floor maintenance services at the following locations:

- OC San Headquarters. 18480 Bandilier Cir, Fountain Valley, California,
- Plant No. 1, 10844 Ellis Avenue, Fountain Valley, California,
- Plant No. 2, 22212 Brookhurst Street, Huntington Beach, California.

#### 2. Work Hours

- 2.1 Janitorial maintenance services shall be provided seven (7) days per week with night shift coverages within the process areas located at Plant 1 and Plant 2 locations. The Headquarters Building will require day and night shift coverages as well for five (5) days a week (Monday through Friday) with an occasional need for weekend work if there should be a special event. This will be communicated by OC San to the Contractor in advance.
- 2.2 Work hours during the day shift shall take place between 6:00 A.M. and 5:00 P.M. Work hours during the night shift shall take place between 6:00 P.M. and 2:30 A.M.
- 2.3 OC San operates twenty-four (24) hours per day, seven (7) days per week, and most areas at Plant 1 and Plant 2 will be occupied during the janitorial and floor cleaning services. Headquarters Building should normally be clear of staff by 6:00 pm.
- 2.4 The janitorial staff shall be flexible and attentive to an area's special needs or special requirements. The janitorial staff shall not service the restrooms, kitchens, and break rooms during OC San lunch hours, and morning or afternoon breaks. OC San employees will make a reasonable effort to minimize use of an area while they are being cleaned and serviced.
- 2.5 Contractor shall have the staff flexibility to also provide requested services for cleanup and housekeeping during special events (typically four (4) hours per event) that may occur up to five (5) times per year on the weekend. For these events, the weekend rates shall apply.

#### 3. Project / Work Elements

- 3.1 The Contractor shall furnish all labor, materials, transportation, equipment and other services necessary to provide complete janitorial maintenance and stripping, waxing, sealing of floors in accordance with this scope of work.
- 3.2 For this Contract, OC San requires the Contractor to provide Full-time janitors, and three (3) dedicated onsite Full-Time supervisors, one for HQ and one for each of the two (2) Plant locations.
- 3.3 The Contractor shall furnish the following supplies at no additional cost to OC San. OC San does not track janitorial supply usage.
  - Facial Tissue for restrooms
  - Rolled Paper Towels or Multi Fold paper towels for kitchens

- DublNature Multifold Towel Product # 48140 or equal
- Toilet paper (2-ply)
- Toilet Seat Protectors
- Waterless Urinal Cartridge (Falcon, Sloan or equal)
- Scented urinal screens
- Hand soap for dispensers
- Dawn dish soap (or equivalent)
- Paper towels for dispensers
- Soap and shampoo for shower dispensers
- Feminine Products (tampons and sanitary pads)
- All Waste Receptacle Liners
- 7 oz. Water Cups (all Water Cooler locations)

   Solo Product # R7N or equal
- Anti-microbial shower curtains (semi-annually)
- 3.4 Dispensers shall be stocked at all times and shall be checked throughout the day to ensure adequate quantities are available. Contractor shall also check and replace the batteries for battery operated dispensers at no additional cost to OC San.
- 3.5 The Headquarters' lobby, lobby restrooms, board room, and meeting rooms are areas of high usage during the entire day, and occasionally in the evening. Special attention is required to service these areas at the start and at the end of each day.
- 3.6 The Headquarters' lobby restrooms are to be cleaned/refreshed no later than 4:00 P.M. on committee/board meeting evenings (every Wednesday and the first Thursday of each month).
- 3.7 The committee, board rooms, lobby restrooms, and kitchen areas are to be cleaned after these meetings no later than 6:00 A.M., the following day. In addition, the conference rooms and the lobby restrooms shall be cleaned, and supplies are to be refilled immediately following public tours.
- 3.8 The Contractor shall be aware of current meeting schedules and other work routines within the facility and conduct its work in such a manner as to cause minimal interference with the execution of OC San business or staff.

# 4. Work Locations and Tasks

The following areas shall be cleaned and maintained according to this Scope of Work. All equipment and materials shall be used per manufacturer's directions for each application.

## 4.1 Restrooms and Restroom Entry Areas

- All **men's** restrooms shall be cleaned and maintained by male workers and all **women's** restrooms shall be cleaned and maintained by female workers. Unisex restrooms can be serviced by either.
- Water used in a mop bucket shall be discarded following each restroom cleaning.
- Lobby restrooms are to be cleaned/refreshed by no later than 4:30 p.m. on the days of Committee and Board meetings which is every Wednesday and the 1<sup>st</sup> Thursday of each month.

# 4.1.1 Day Shift Tasks

# 4.1.1.1 Hourly:

- Check, refill, and clean as needed: all soap, toilet paper, toilet seat protectors, paper towel, and feminine napkin dispensers.
- Disinfect all door handles, light switches, and applicable handrails

## 4.1.1.2 Weekly:

• Clean and polish all doors (including kick plates), door jambs (clean only), walls, toilet stall partitions (inside and out), mirrors, chrome, and stainless-steel fixtures and remove any marks, stains or graffiti.

## 4.1.1.3 Monthly:

• Dust and remove cobwebs from light fixtures, skylights and openings

# 4.1.2 Night Shift Tasks

# 4.1.2.1 Daily:

- Check, refill, and clean as necessary: all soap, toilet paper, toilet seat protectors, paper towel, and feminine napkin dispensers.
- Check, refill (as necessary) hand sanitizer
- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Disinfect all washbasins (sinks), counters, and fixtures with nonabrasive disinfectant cleanser
  - $\circ$  Tile, grout and caulking shall be free of mold, mildew and stains
- Disinfect all door handles, light switches, handrails.
- Disinfect and clean all surfaces, inside and outside of toilet seats, fixtures of urinals and toilets
- Clean all mirrors and mirror's frame
- Clean stainless-steel fixtures
- Sweep entire restroom/entry area floors

- Damp mop entire restroom floor, including entry areas, with disinfectant
- Restrooms at both Control Centers shall be cleaned before 6:30am

# 4.1.2.2 Weekly

• Pour a large bucket of fresh water down all floor drains

# 4.1.2.3 Monthly

- Scrub resilient and hard surface floors (non-waxed surfaces) with appropriate cleaner
- Clean HVAC grilles, vents and registers
- Supply and install waterless urinal cartridge as needed or as instructed by OC San Contract Manager

# 4.1.2.4 Quarterly

- Spray buff resilient and hard surface floors
- Wash/scrub and disinfect wall tile and partitions

# 4.2 Showers, Shower Entry Areas and Locker Rooms

# 4.2.1 Day Shift Tasks

# 4.2.1.1. Daily:

- Check, refill, and clean as necessary all soap and paper towel dispensers
- Check, refill as necessary sanitizer for dispensers.
- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Disinfect all door handles, light switches, and applicable handrails

# 4.2.1.2. Monthly:

- Clean and disinfect exterior of all lockers. (Do not allow water to drip into lockers)
- Dust and remove cobwebs from light fixtures, skylights and openings
- Clean HVAC grilles, vents and registers

# 4.2.2 Night Shift Tasks

# 4.2.2.1 <u>Daily</u>:

• Dust mop/sweep floors

- Damp mop floors with disinfectant cleaner
- Dust and spot clean lockers and benches (Benches shall be left dry)
- Spot clean all doors, locker room walls, partitions, mirrors and other surfaces
- Clean shower drains of hair, soap and all other materials
- Scrub and disinfect all shower surfaces including doors, floors, mats associated with showers, baseboards, walls, shower stalls/partitions and fixtures so that all surfaces are free of mold, soap scum, body oils, mineral deposits, stains and odors
- Scrub shower entrances and walkways with deck scrub brush and disinfectant cleanser

## 4.2.2.2 <u>Weekly</u>:

• Clean shower curtains so that all surfaces shall be free of soap scum, body oils, mold and mineral deposits

#### 4.2.2.3 Monthly:

• Machine scrub resilient and hard surface floors with appropriate cleaner (non-waxed surfaces).

# 4.2.2.4 Quarterly:

• Spray buff resilient and hard surface floors (waxed areas only)

#### 4.2.2.5 <u>Semi-Annually</u>:

• Replace shower curtains or as needed

#### 4.3 <u>Entryways (exterior and interior), Lobbies, Hallways, Corridors, Traffic Areas Stairs,</u> <u>and Bridge.</u>

#### 4.3.1 Day Shift Tasks

#### 4.3.1.1 Hourly

• Check and clean entryways (exterior and interior), lobbies, hallways, corridors, stairs, and bridge hourly.

# 4.3.1.2 <u>Daily</u>:

- Dust mop/sweep hard surface floors then damp mop (Interior only)
- Spot cleaning of doors and interior glass
- Empty, clean, and disinfect (as needed) all trash receptacles and insert new liners
- Wipe clean counters

- Disinfect all door handles, light switches, and applicable handrails
- Damp wipe all handrails interior/exterior (Non-process areas)
- Sweep outside entryways, decks, stairs, and stairway landings
- Immediately remove/spot clean spills from hard floor surfaces and carpet in accordance with Carpet and Rug Institute (CRI) directives and certified products
- Pick up any trash from the bridge area

# 4.3.1.3 <u>Weekly</u>:

- **HQ** Check, water and trim as needed the indoor plants in lobby and other common areas (not personal plants on desks). Any damage to plants by Contractor or its employees shall be replaced with identical species unless otherwise notified in writing by the OC San Contract Manager. OC San will determine the need for replacement.
- HQ Bridge Concrete to be cleaned weekly or as needed with a mechanical walk behind scrubber to remove buildup of dirt and stains. No debris shall fall onto the roadway below (Contractor is liable for damages to vehicles caused by its employees).
- Clean doors, door jambs, door glass, frames and kick plates
- Sweep and/or vacuum and damp mop interior stairways
- Remove cigarette butts and ashes from outdoor ashtrays (keep ashtrays 20ft from building entrances)
- Wipe clean trophy cases

# 4.3.1.4 Monthly:

- Dust and remove cobwebs from light fixtures, skylights, and open ceiling spaces
- Wipe clean: partitions, walls, baseboards, counters, cabinets, and all other horizontal (Accessible) surfaces (or as requested)

#### 4.3.2 Night Shift Tasks

# 4.3.2.1 Daily

- Vacuum or sweep wiper/scraper mats at entrances to buildings (interior and exterior)
- Vacuum all carpets
- Empty, clean, and disinfect (as needed) all trash receptacles and insert new liners

#### 4.3.2.2 Quarterly

• Spray buff resilient and hard surface floors

## 4.4 Offices, Cubicles, Meeting and Conference Rooms

# 4.4.1 Day Shift Tasks

# 4.4.1.1. <u>Hourly</u>

• Check hourly and clean, meeting and conference rooms as needed.

# 4.4.1.2. Daily:

- Immediately remove debris/spot clean spills from floor surfaces and carpet
- Empty and clean trash receptacles (disinfect as needed) and replace liners

# 4.4.2 Night Shift Tasks

# 4.4.2.1 <u>Daily</u>

- Wipe down conference room tables with appropriate cleaner
- Sweep or dust mop and damp mop hard surface floors with appropriate cleaner
- Empty and clean trash receptacles (disinfect as needed) and replace liners
- Empty recycle receptacle bins throughout buildings into designated recycling dumpsters. Quantities and locations to be determined
  - Bin sizes/quantities are subject to minor size and quantity changes.
- Empty paper shredder receptacles and place in designated, outside recycling dumpsters
- Disinfect all door handles, and light switches
- Arrange chairs in orderly fashion

# 4.4.2.2 <u>Weekly</u>

- Vacuum all carpets
- Dust and spot clean doors, door frames, kick plates, walls, counters, windowsills, baseboards and partitions
- Clean workstation and partition glass/Plexiglas

# 4.4.2.3 Monthly

- Dust all desks, tables, office furniture, chairs, partitions, tops of all cabinets and picture frames with a treated dust cloth. Do not move or disturb any paperwork or property
  - All floors in HQ to be done the first week of each month

- Clean HVAC grilles, vents and registers
- Dust and remove cobwebs from light fixtures skylights and openings
- Vacuum fabric on upholstered furniture

# 4.4.2.4 Quarterly

- Spray buff resilient and hard surface floors
- Clean window blinds and return to previous position (Do Not Disturb decorations on windows)

# 4.5 Lunchrooms, Kitchens, Break Rooms, Vending and Patio Areas/Courtyard

# 4.5.1 Day Shift Tasks

- **4.5.1.1** On the mornings following Committee/Board meeting evenings, prior to 6:00 a.m., the Board room, lobby restrooms and kitchen are to be cleaned
- **4.5.1.2** <u>Lunch area/ eating area cleaning time</u> Lunch areas/ eating areas are to be cleaned at the end of and not during OC San staff break times. The contractor shall be flexible and adjust cleanings of such areas to accommodate staffing. Typical break and lunch periods are as follows:
  - o 9:30am to 10:00am
  - 11:00am to 1:00pm (2-hour window)
  - o 2:00pm to 2:30pm

# 4.5.1.3 Hourly

• Check hourly and clean lunchrooms, kitchens, breakrooms, vending machine areas and patio areas as needed.

# 4.5.1.4 Daily:

- Check and refill as necessary and clean all soap and paper towel dispensers
- Check and refill as necessary hand sanitizer for dispensers
- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Sweep and/or dust mop then damp mop floors with appropriate cleaner
- Damp wipe tables and chairs with appropriate cleaner and replace in orderly fashion
- Clean and disinfect counter tops, sinks, exteriors of appliances and fixtures
- Spot clean doors, glass, door frames, walls, partitions, sills, and baseboards

- Disinfect all door handles and light switches
- Damp wipe interiors of microwave ovens with appropriate cleaner
- Patio furniture is to be free of debris, dirt, stains, cobwebs, insects, or animal droppings.

#### 4.5.1.5 Weekly:

• Clean outside surfaces of all kitchen appliances, including but not limited to freezers, refrigerators, microwave and conventional ovens

#### 4.5.2 Night Shift Tasks

#### 4.5.2.1 Daily

- Vacuum or sweep all carpet
- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Clean interiors of microwave and conventional ovens

## 4.5.2.2 <u>Weekly</u>

- Clean interior of refrigerators and freezers (clean out every 1st & 3rd Friday)
  - Cleaning of certain refrigerators may occasionally be postponed

#### 4.5.2.3 Monthly:

- Clean HVAC grilles, vents and registers
- Dust and remove cobwebs from light fixtures, skylights and openings
- Vacuum fabric on upholstered furniture
- Clean window blinds and return to previous position (Do Not Disturb decorations on windows)

# 4.5.2.4 Quarterly:

• Spray buff resilient and hard surface floors

# 4.6 <u>Elevators</u>

#### 4.6.1 Day Shift Tasks

#### 4.6.1.1. <u>Hourly:</u>

• Check hourly and clean elevators as needed (For the Plants: Clean non-process area elevators only).

#### 4.6.1.2. Daily:

• Sweep then damp mop resilient floors with appropriate cleaner

- Immediately remove debris/spot clean spills from floors
- Disinfect elevator control panel push buttons
- Remove smudges, fingerprints and graffiti from walls, rails and doors

#### 4.6.2 Night Shift Tasks

#### 4.6.2.1 <u>Weekly</u>:

- Clean thresholds and door tracks of dirt and debris
- Polish all chrome and stainless steel

#### 4.6.2.2 <u>Monthly</u>:

- Dust and remove cobwebs from light fixtures
- Clean HVAC grilles, vents and registers

## 4.6.2.3 Quarterly:

• Spray buff resilient and hard surface floors

#### 4.7 Smoking Areas

# 4.7.1 Day Shift Daily:

- Check and clean smoking areas as needed
- Empty cigarette ash cans

#### 4.8 Fuel Station Plant 1

# 4.8.1 Day Shift Daily:

- Pick up litter and sweep when necessary
- Empty trash containers and insert new liners

#### 4.9 Plant 1 and Plant 2 Cart Barn

#### 4.9.1 Day Shift Weekly:

- Contractor is responsible for sweeping the area as needed
- Empty trash cans and replace with new liners

#### 4.10 Plant 1 and Plant 2 Security Booths

#### 4.10.1 Night Shift Daily:

• Refill the following as necessary: all soap, toilet paper, toilet seat protectors and paper towels

- Disinfect all washbasins (sinks) and fixtures with non- abrasive disinfectant cleanser
- Empty, clean and disinfect trash cans and replace with new liners
- Sweep entire restroom
- Damp mop entire restroom floor, including entry area with disinfectant

#### 4.11 Other Services

## 4.11.1 Day Shift Daily:

- Contractor is responsible to supply 7 oz. cups at all water cooler locations and re-fill supply as necessary
- Clean water coolers with damp, disinfectant cloth, including trays (no chemicals shall be used)

## 4.11.2 As Needed:

- Provide 15-gallon water extractor response for water spills / leaks
- Plunge plugged or backed-up toilets, urinals and sinks when observed or requested (disinfect before returning to service). If unsuccessful, Contractor shall notify the OC San Contract Manager. <u>Toilet Plunger shall never be</u> <u>used on sinks.</u>
- Wet wipe surfaces to remove ants (no chemicals shall be used) when observed or requested
- Deep cleaning of offices/cubicles upon personnel moves (OC San Contract Manager will provide the Contractor with a list of offices that will require deep cleaning).
- Contractor shall notify the OC San Contract Manager of any items needing repair, including but not limited to:
- Leaks, broken fixtures, ceiling tiles, roof leaks, damaged walls/glass/flooring, etc.
- Clean up small, biohazard (blood) spills. Contact OC San Contract Manager for disposal. Biohazard (blood) spill cleanup kits and their disposal will be provided by OC San.

#### 4.12 Floor Maintenance – Night Shift Tasks Only

#### 4.12.1 Floor Coverings

Floor coverings vary in each building. They may include, but are not limited to; carpet, vinyl, VCT, terrazzo, concrete, and ceramic tile. The Contractor shall be responsible for performing the appropriate cleaning and polishing method for each type of floor covering. Special attention shall be given to reduce the generation of dust while sweeping concrete surfaces. The use of a sweeping compound for this surface is encouraged.

# 4.12.2 Carpeted Floors and Floor Mats

- Vacuum the entire carpeted area, including under chairs, tables and other easily moved items. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. The carpet shall be free of visible dirt, litter, and soil.
- Inspect carpet for new spots and stains from spills and remove spots and stains immediately. Remove spots and stains with an appropriate industrial grade spot removing solution using the manufacturer's recommended techniques. Report any tears, burns or unraveling to OC San Contract Manager. Carpet cleaning and shampooing is not part of this contract.
- Clean and damp mop chair floor mats as needed

# 4.12.3 Resilient and Hard Surface Floors

- Put out wet floor warning signs (at all affected entrances) while work is in progress and until floor is dry.
- All resilient and hard surface floors shall be swept then damp mopped daily.
- Inspect floors for new spots and stains from spills and remove immediately.
- Chairs, trash containers, and other easily movable items shall be moved, cleaned underneath and placed back in an orderly fashion.
- Upon completion, the entire surface shall be free of litter, soil, dust, hair, stains, streaks, film, standing water, and splash marks.
- Spray buff floors quarterly with floor machine and an all-cotton-buffing pad.
- Dust and damp mop floor then apply a thin film of spray polish then buff while moist to remove black marks, scuffs, stains, and scratches.
- Dust mop the floor when spray buffing is completed

# 4.13 Annual Floor Maintenance (stripping, waxing & sealing of floors) – Night Shift Task

The following work is to be performed on all resilient and hard surface floors once every year:

- **4.13.1** Contractor shall provide a work schedule one month prior to the start of the annual floor maintenance as well as a 2-week notice to the Contract Manager of impending work scheduled for their work location.
- **4.13.2** Contractor shall meet with OC San staff at least 3 days prior to coordinate work times and work areas.
- **4.13.3** Stripping and waxing of floors shall not be scheduled during normal work hours. Contractor shall sign in at HQ or the Control / Operation Center then contact the Operations Supervisor to inform him / her about the work location(s) and the need to unlock or provide access to any secured locations. Contractor shall be

responsible to sign out (log out of the facility) upon completion of work just prior to leaving the facility.

- **4.13.4** Contractor shall place "NO ADMITTANCE" signs at all entrance and exits to work areas. The signage shall show the times that the floors will be reopened for use.
- **4.13.5** Minimum procedures shall consist of stripping entire floor including corners and edges until all waxes, sealers and cleaning agents are removed. Rinse floor until clean and then dry. Inspect floor to be sure all wax, sealant, dirt, cleaning agents and stains are removed. Baseboards, furniture legs, door bottoms, and corners should be cleaned as well as the floor.
  - HQ Remove dirt, grease, stains, adhesive residue, and grime build-up from concrete floors before polishing and sealing. <u>Strippers shall be non-ammoniated</u>
  - Apply a minimum of three coats of wax and high-speed buff the final coat. Floor finish shall be clear in color, with no streaks or lint, and resist dirt and soil.
    - The Contractor is responsible to move small furniture, tables, chairs, chair mats, carts, and trashcans out of the work location to be stripped, waxed, and returned to their original position upon the completion of the job.
    - NOTE: Failure to perform the Annual Floor Maintenance in accordance with the above required specifications may result in the termination of the contract, in whole or in part.

## 5. Resources Available

#### 5.1 Power

OC San will provide the Contractor 120 volts, 60-hertz, maximum 20 ampere electrical service free of charge. All other utilities shall be provided by the Contractor at its sole expense.

# 5.2 Water

OC San will furnish city (potable water) to the Contractor, free of charge.

#### 6. Equipment

# 6.1 Inspection

OC San reserves the right to inspect and evaluate the suitability of all proposed equipment that shall be used to perform this work. Equipment deemed by the OC San Contract Manager or designee to be of improper type or inadequate for the purpose intended shall be replaced at no additional cost to OC San.

# 6.2 Workmanship, Materials & Equipment

6.2.1 The Contractor shall consistently furnish a high quality level of labor, materials and equipment for satisfactory contract performance. OC San reserves the right to reject any cleaner, supplies or equipment that does not meet its needs or performs at an unacceptable level of cleanliness or quality. OC San shall not bear any additional costs if any or all restroom or cleaning supplies are deemed unacceptable for OC San use, and upgrades are required.

- 6.2.2 OC San may request samples of supplies or products to evaluate the acceptability for use at OC San facilities.
- 6.2.3 Vacuum Cleaners shall:
  - have the Carpet and Rug Institute (CRI) Seal of Approval (SOA) and shall meet the gold or silver performance standard
  - be certified for commercial use
  - have a rotating cylindrical brush, not a beater bar
- 6.2.4 All necessary cleaning equipment including power driven, floor scrubbing, waxing and polishing machines, industrial-type vacuum cleaners, etc., that is needed to perform the work on this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work similar to this contract and shall meet the approval of the OC San Contract Manager.
- 6.2.5 Contractor shall be responsible for maintenance and repair of its supplies and equipment such as vacuum cleaners, mops, brooms, notification signage, bicycles, carts, etc.

#### 7 Project Management

## 7.1 Qualification and Training of Employees

- 7.1.1 Contractor shall submit, prior to the commencement of work under this contract, a complete list of all employees assigned to work under this contract.
- 7.1.2 All the Contractor's employees shall be required to wear a company uniform, identifying the Contractor and the employee's name. No shorts are allowed.
- 7.1.3 Contractor shall notify OC San's Contract Manager immediately in writing of any change in contract personnel by submitting the name, and effective date of termination of the employee and employment date of the replacement employee.

#### 7.2 Key Personnel

- 7.2.1 The Contractor shall provide the work schedule of the janitorial staff to the OC San Contract Manager. A new list must be provided immediately when a staff change occurs.
- 7.2.2 The Supervisors shall always be available both day and night, while the work is in progress to respond to any janitorial issues that need immediate attention.
- 7.2.3 The Contractor's Supervisors shall be equipped with a cell phone and their contact numbers provided to OC San Contract Manager.
- 7.2.4 Supervisors shall respond immediately after being contacted by voice or text message.
- 7.2.5 The Contractor's Supervisors shall be fully experienced and adequately trained in both cleaning and supervision.
- 7.2.6 Contractor's Supervisors shall be required to perform daily inspections (QA/QC) of all buildings serviced under this contract.

- 7.2.7 The Contractor's Supervisor(s) shall also accompany the OC San Contract Manager on inspection tours of the buildings and sites when requested by OC San.
- 7.2.8 The Supervisors shall be able to communicate in English, both orally and in writing.
  - HQ In the event of an emergency, the supervisor shall communicate with the onsite security.
- 7.2.9 In the absence of the Supervisor(s), the Contractor shall notify OC San in advance or as soon as possible of Supervisor's absence and provide OC San with name and cell phone number of their alternate.
  - Alternate Supervisor shall be able to communicate in English, both orally and in writing
- 7.2.10 The Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

## 7.3 Non-Supervisory Staff

- 7.3.1 The Contractor shall provide enough full-time janitors to perform the work at all OC San locations.
- 7.3.2 The janitors shall perform the hourly, daily, weekly, monthly, quarterly, semi-annual, and annual work tasks and other work tasks as directed by his/her Supervisor in a professional standard.

#### 7.4 Invoicing

7.4.1 The monthly invoice shall be submitted and the end of each month and will be approved for payment after all work has been completed satisfactorily.

#### 8 Safety, Equipment Protection & Damage

- 8.1 The Contractor shall be responsible for the protection of all existing equipment and facilities and shall, at its own expense, repair or restore any damage caused by the actions or negligence of its employees, within a 24-hour period. If the Contractor fails or refuses to make such repairs or restorations, OC San may have the work performed and deduct the repair cost from the monthly invoice.
- **8.2** Contractor shall be responsible for dust and noise mitigation as a result of their services being provided.
- **8.3** All Contractor employees shall receive blood-borne pathogen training annually and the Contractor shall have training records available upon request.
- 8.4 OC San's Risk Management Division must approve all chemicals used. All chemicals shall have proper identifying labels affixed to them as well as secondary containers (i.e., spray bottles). Any chemical used in performing the contract work shall have the appropriate Material Safety Data Sheet (MSDS) in a labeled safety binder in each area / closet in which they are stored.
- **8.5** Contractor's staff shall comply with all safety requirements and don all personal protective equipment as called out by the instructions on the chemical labels.

- **8.6** Copies of all MSDS sheets for each building shall be supplied to OC San at the start of the contract as well as during the duration of the contract prior to the introduction of any additional materials.
  - Failure to comply shall result in the immediate removal of said product(s) / Chemical(s) by the Contractor.
  - Liquid soap shall be non-alcohol based.

#### 9 Storage Space

OC San will assign a limited amount of secured storage space if available in buildings for the storage of the Contractor's supplies and equipment. Contractor shall keep this space in a neat and orderly condition. Contractor shall keep electrical panels, fire extinguishers, interior access doors/ladders and water heater areas clear of materials and supplies. OC San shall not be responsible for damage or loss to the Contractor's stored supplies, equipment or personal belongings. Materials in large volumes (5 gallons or more) shall not be stored on OC San property. No flammable materials shall be brought on-site.

#### 10 Conduct of Work

- **10.1** The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers and cabinets, using telephones, radio equipment, and any other equipment provided for official OC San use.
- **10.2** No OC San equipment shall be unplugged without OC San's prior approval.
- **10.3** Contractor shall leave doors in position found
- **10.4** Contractor shall knock before entering offices and conference rooms.

#### 11 Security

- **11.1** Electronic identification badges will be issued to all janitorial staff by OC San.
- **11.2** All exiting doors are to remain closed and locked. Do not prop open exiting doors for any reason. Do not assist entry to anyone. Close and lock all exterior windows. When janitorial staff gains entrance to a locked room / office, they shall lock the room / office upon exiting.

#### 12 Energy Conservation

Contractor shall instruct all employees performing janitorial work within the facilities to utilize energy conserving work methods, which shall maximize energy conservation such as turning off all lights when leaving a room.

#### 13 Cleaning Quality Requirements/Expectations

- 13.1.1 Unsatisfactory work shall be corrected within one (1) hour to the satisfaction of OC San's Contract Manager.
- 13.1.2 Contractor shall respond to the work site within one (1) hour should unsatisfactory work causes an emergency condition as determined by OC San. Failure by the Contractor to comply with such requests will force OC San to use any means necessary to correct the problem. Associated costs shall be deducted from the monthly invoice. Repeated failures to respond may be cause for the termination of the contract.

13.1.3 OC San will notify Contractor of any unsatisfactory work via call, text or e-mail. Contractor shall provide telephone, Email address, and cell phone numbers for this purpose, and shall provide a 24-hour telephone number for emergencies and shall respond within 30 minutes with a return phone call.z

# 14 Cleaning Schedule(s)

Contractor shall furnish OC San's Contract Manager with a routine work schedule for each location. The Contractor shall provide these schedules to OC San not later than 30 days after contract is awarded.

#### 15 Recyclable Materials

- **15.1** The Contractor shall be required to deposit all recyclable paper, cans, and all other recyclables in the appropriate containers for that facility.
- **15.2** Contractor is responsible for keeping the dumpster area clean and orderly.
- **15.3** All dumpster lids and doors to dumpster enclosure (HQ) shall remain closed.

#### 16 Minimum Staffing, Breaks and Extraordinary Services

- **16.1** Contractor's staff shall take regular, pre-determined breaks (break times shall be agreed upon by Contractor and OC San Contract Manager).
- **16.2** Contractor's staff shall not take breaks in janitor closets/rooms
  - OC San shall notify Contractor of areas that its staff can use for breaks. Such areas are subject to change.
- **16.3** Contractor's staff shall perform duties during entire shift with the exception of regularly scheduled breaks
- **16.4** Contractor's staff shall not use personal communication devices during work time.z
- **16.5** Should a Contractor employee fail to report to work or go on vacation, the Contractor shall provide a substitute person to cover that person's cleaning responsibilities by the start of the second workday.

#### 17 CURRENT EQUIPMENT

Below is a list of the type of equipment in service used at the three locations.

- Tork Matic Hand Towel Roll Dispenser with Intuition Sensor (Article 5511282)
   Batteries for auto paper dispenser
- Tork Matic Advanced Matic hand towel roll 700 ft, 1 ply (Article 290089)
- Tork Foam Skincare Soap Dispenser (Article 571508)
- Tork Skincare Soap Refill (Article 401211)
- Stoko Kresto 87044 High Performance Hand Cleaner 2,000 ML Bottle Refills or equal
- Tork S4 Foam Skincare Automatic Hand Sanitizer Dispenser (Article 571600)

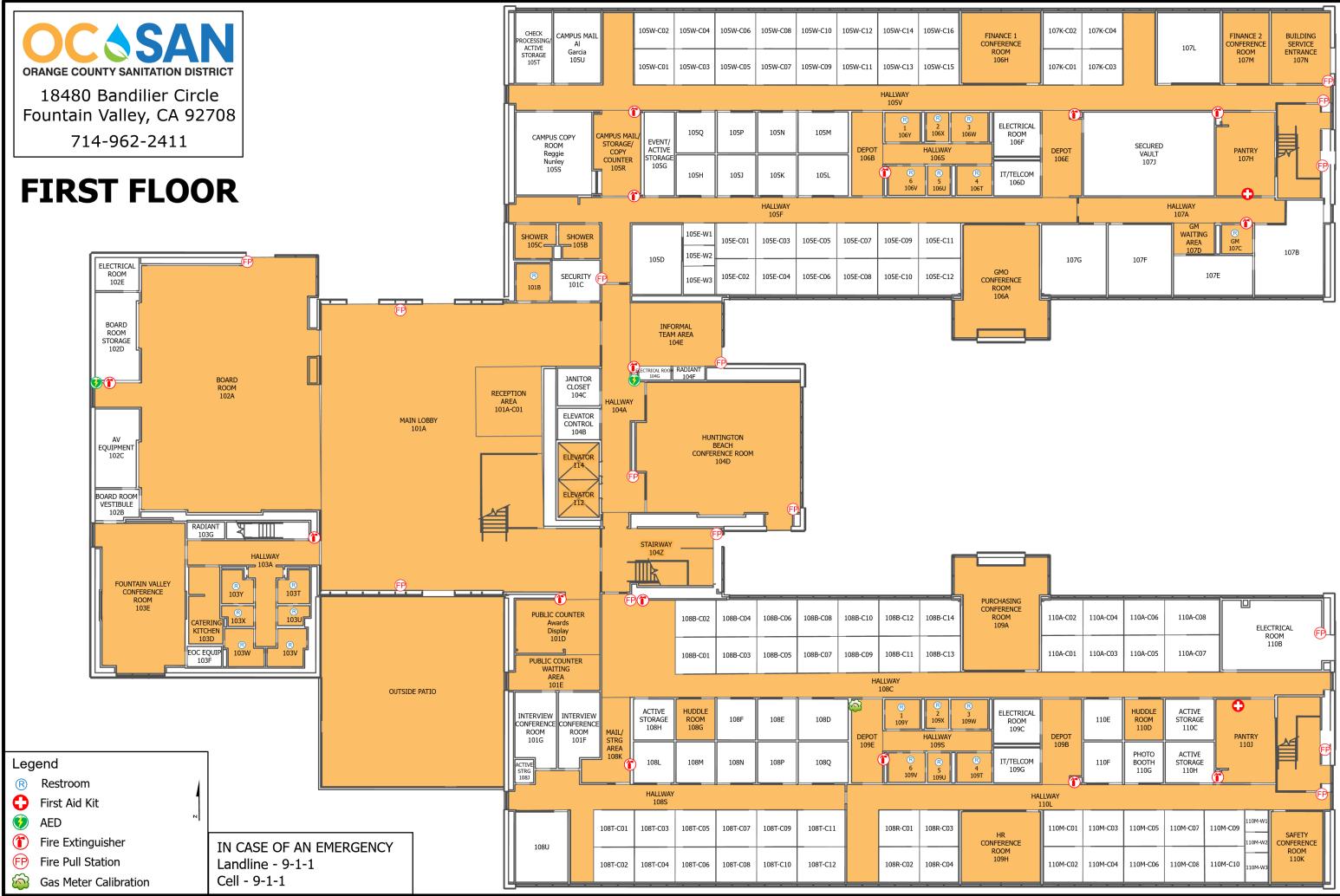
- Batteries for battery operated Tork hand sanitizer dispensers
- Tork S4 Alcohol Foam Hand Sanitizer Refill (Article 400217)
- Stoko Refresh Foaming Instant Hand Sanitizer 1,000 ML Auto Dispenser Refills or equal
  - o Batteries for battery operated Stoko hand sanitizer dispensers
- American Specialties Toilet tissue/Seat cover Dispenser/Waste disposal model 0487
- American Specialties Feminine hygiene dispenser model 64684
- American Specialties Paper towel dispenser/Waste receptacle model 64696AC-6
- Sloan Soap Dispenser model ESD-2000-SF

# **APPENDIX A1**

# MAPS

For

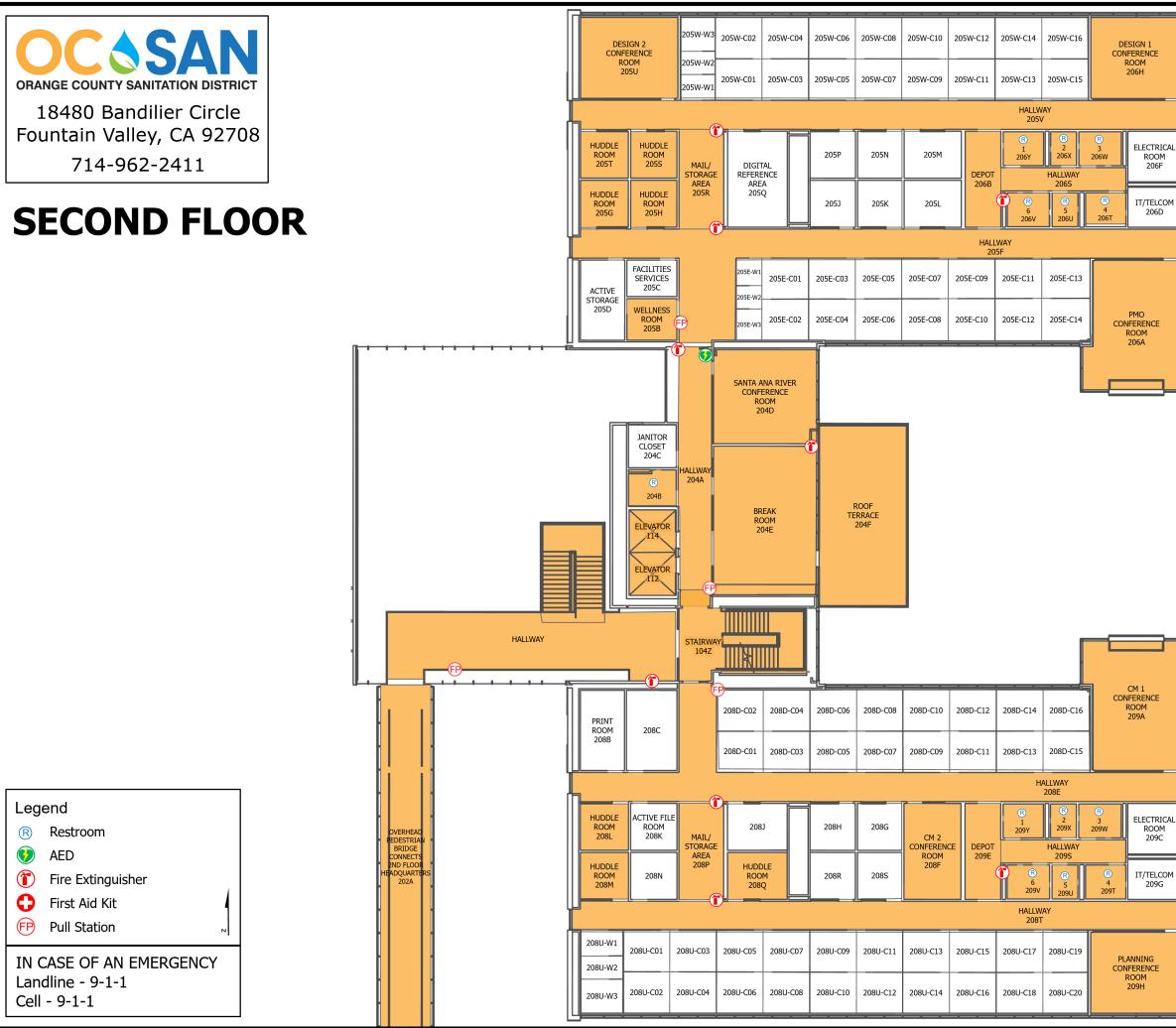
Janitorial & Floor Maintenance Services



|    | 110A-C02    | 110A-C04 | 110A-C06               | 110A-C08<br>110A-C07      |     |       |                    | TRICAL FP            |
|----|-------------|----------|------------------------|---------------------------|-----|-------|--------------------|----------------------|
|    | 110A-C01    | 110A-C03 | 110A-C05               |                           |     | 110B  |                    |                      |
|    |             |          |                        |                           |     |       |                    |                      |
| AL | DEPOT       | 110E     | HUDDLE<br>ROOM<br>110D | ACTIVE<br>STORAGE<br>110C |     |       | ITRY               |                      |
| м  | 109B        | 110F     | PHOTO<br>BOOTH<br>110G | ACTIVE<br>STORAGE<br>110H |     | 11    | 10J                |                      |
|    | LWAY<br>10L |          |                        |                           |     |       |                    | FP                   |
|    | 110M-C01    | 110M-C03 | 110M-C05               | 110M-C07                  | 110 | M-C09 | 110M-W1<br>110M-W2 | SAFETY<br>CONFERENCE |
|    | 110M-C02    | 110M-C04 | 110M-C06               | 110M-C08                  | 110 | M-C10 | 110M-W3            | ROOM<br>110K         |
|    |             |          |                        | -                         |     |       |                    |                      |

| 110A-C02 | 110A-C04 | 110A-C06 | 110A-C08 | ELECTRICAL   | F |
|----------|----------|----------|----------|--------------|---|
| 110A-C01 | 110A-C03 | 110A-C05 | 110A-C07 | ROOM<br>110B |   |
|          |          |          |          |              |   |

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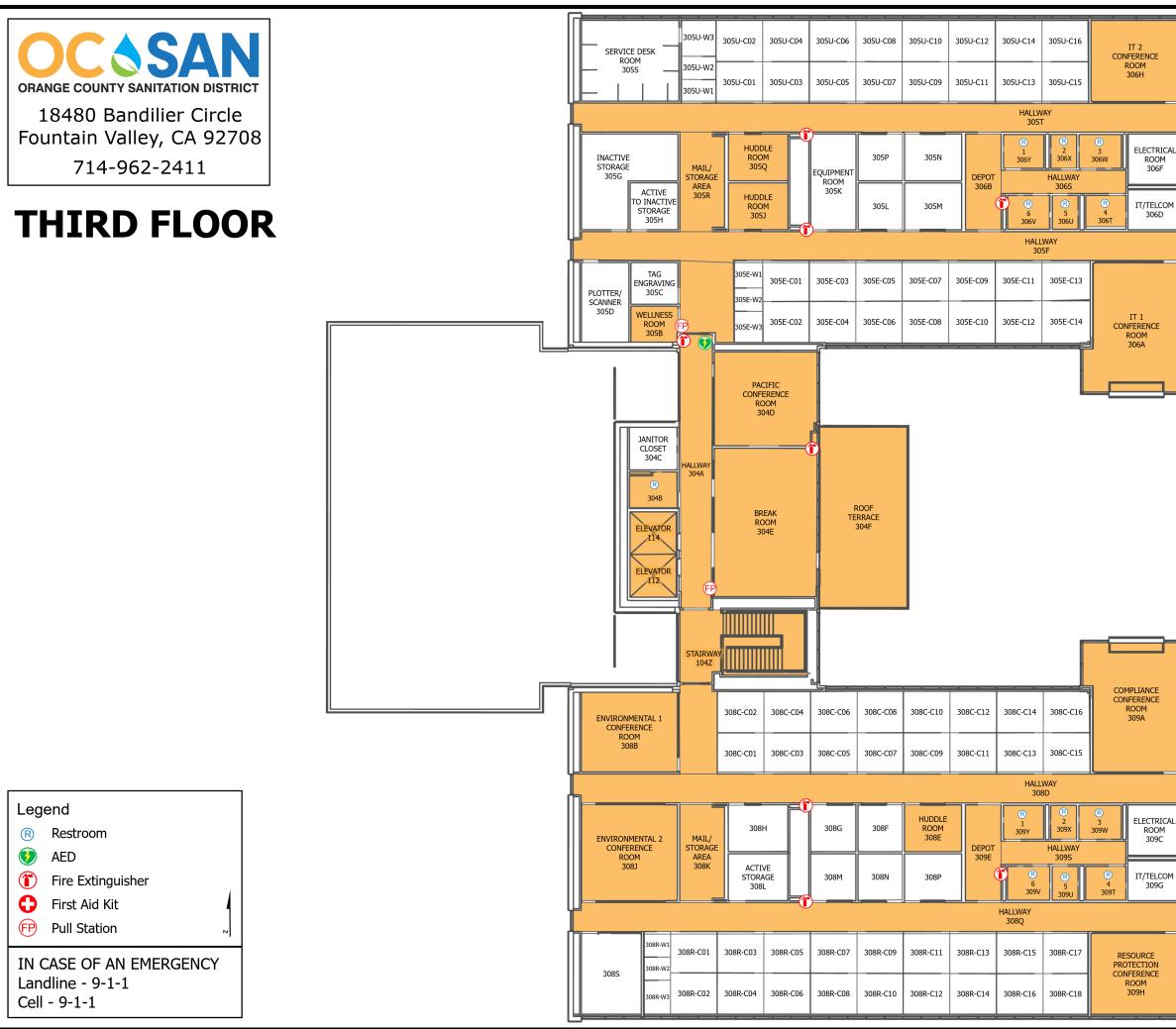


| _ |          |          | ·        |                       |          |          | C       | _ |
|---|----------|----------|----------|-----------------------|----------|----------|---------|---|
|   | 207K-C02 | 207K-C04 | 207K-C06 | 207K-C08              | 207K-C10 | 207K-C12 | 207K-W3 |   |
|   | 207K-C01 | 207K-C03 | 207K-C05 | 207K-C07              | 207K-C09 | 207K-C11 | 207K-W2 |   |
|   |          |          |          |                       |          |          | 207K-W1 | ₽ |
|   |          |          |          |                       |          | F        |         | ) |
| L | DEPOT    | 207J     |          | 207H                  | 207G     | PANTRY   |         |   |
| 1 | 206E     | 207C     | R        | JDDLE<br>COOM<br>207D | 207E     | 207F     |         | - |
|   |          |          |          |                       |          |          |         | ľ |
|   | 207B-C01 | 207B-C03 | 207B-C05 | 207B-C07              | 207B-C09 | 207B-W1  |         |   |
|   | 207B-C02 | 207B-C04 | 207B-C06 | 207B-C08              | 207B-C10 | 207B-W3  | 207A    |   |

| 6 |          |          |          |          |          |          |  |
|---|----------|----------|----------|----------|----------|----------|--|
|   | 210A-C02 | 210A-C04 | 210A-C06 | 210A-C08 | 210A-C10 | 210A-C12 |  |
|   | 210A-C01 | 210A-C03 | 210A-C05 | 210A-C07 | 210A-C09 | 210A-C11 |  |

| AL | DEPOT | 210D | HUDDLE<br>ROOM<br>210C | 210B | PANTRY |  |
|----|-------|------|------------------------|------|--------|--|
| м  | 209B  | 210E | 210F                   | 210G | 210H   |  |

| ĺ | 210J-C01 | 210J-C03 | 210J-C05 | 210J-C07 | 210J-C09 | 210J-C11 |  |
|---|----------|----------|----------|----------|----------|----------|--|
|   | 210J-C02 | 210J-C04 | 210J-C06 | 210J-C08 | 210J-C10 | 210J-C12 |  |



| _   |          |                        | ·           |               |          |                    |
|-----|----------|------------------------|-------------|---------------|----------|--------------------|
|     | 307G-C02 | 307G-C04               | 307G-C06    | 307G-C08      | 307G-C10 | IT 3<br>CONFERENCE |
|     | 307G-C01 | 307G-C03               | 307G-C05    | 307G-C07      | 307G-C09 | ROOM<br>307H       |
|     |          | _                      | <b>(1</b> ) |               |          | <b>EP</b>          |
| AL. | DEPOT    | HUDDLE<br>ROOM<br>307F |             | SETUP<br>ROOM |          |                    |
| 4   | 306E     | HUDDLE<br>ROOM<br>307C |             | 307D          | 3        | 07E                |
|     |          |                        |             |               |          |                    |
|     | 307B-C01 | 307B-C03               | 307B-C05    | 307B-C07      | 307B-C09 | IT NETWORK<br>LAB  |
|     | 307B-C02 | 307B-C04               | 307B-C06    | 307B-C08      | 307B-C10 | 307A               |

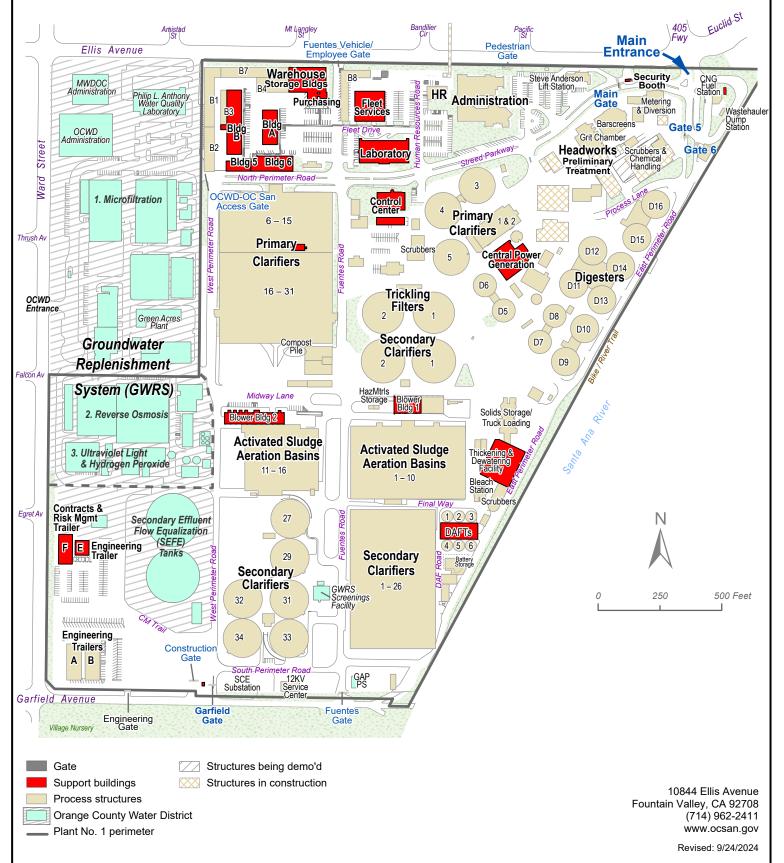
| 6 |          |          |          |          |          |                        |
|---|----------|----------|----------|----------|----------|------------------------|
|   | 310A-C02 | 310A-C04 | 310A-C06 | 310A-C08 | 310A-C10 | SYSTEMS<br>DEVELOPMENT |
|   | 310A-C01 | 310A-C03 | 310A-C05 | 310A-C07 | 310A-C09 | LAB<br>310B            |

| AL | DEPOT<br>309B | 310E                         | NETWORK<br>EQUIPMENT<br>SETUP/ | HMI SETUP &<br>STORAGE | PANTRY<br>310G |    |
|----|---------------|------------------------------|--------------------------------|------------------------|----------------|----|
| м  |               | EQUIPMENT<br>STORAGE<br>310F | STORAGE<br>310D                | 310C                   |                |    |
|    |               | (                            |                                |                        |                | FP |

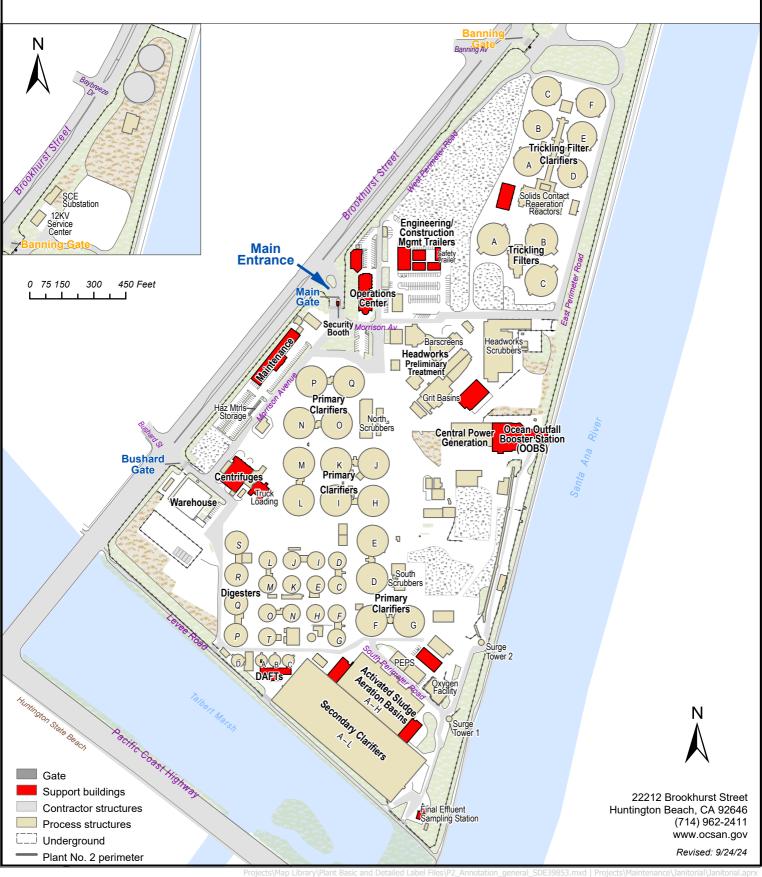
| ١ | 310H-C01 | 310H-C03 | 310H-C05 | 310H-C07 | 310H-C09 | 310H-C11 | 310H-W1 |
|---|----------|----------|----------|----------|----------|----------|---------|
|   |          |          |          |          |          |          | 310H-W2 |
|   | 310H-C02 | 310H-C04 | 310H-C06 | 310H-C08 | 310H-C10 | 310H-C12 | 310H-W3 |



**Reclamation Plant No. 1** 



# OCSSAN ORANGE COUNTY SANITATION DISTRICT Treatment Plant No. 2



# APPENDIX A2

# SQUARE FOOTAGE DATA

For

Janitorial & Floor Maintenance Services

| Location | Building Name                  | Floor ID  | Floor Number | Notes                   | Adjusted SqFt Area | Flooring Type | Types of Flooring |
|----------|--------------------------------|-----------|--------------|-------------------------|--------------------|---------------|-------------------|
| HQ       |                                |           |              |                         |                    |               |                   |
| HQ       | Headquarters                   | P1ADMN01  | First Floor  | Lobby                   | 8,899              | Concrete      | LVP - Luxury Viny |
| HQ       | Headquarters                   | P1ADMN01  | First Floor  | Office                  | 30,466             | Carpet        | VCT - Vinyl Comp  |
| HQ       | Headquarters                   | P1ADMN01  | First Floor  | Restroom                | 1,467              | Tile          | Carpet            |
| HQ       | Headquarters                   | P1ADMN01  | First Floor  | Courtyard               | 9,586              | Pavers        | Concrete          |
| HQ       | Headquarters                   | P1ADMN02  | Second Floor | Office                  | 26,969             | Carpet        | Tile              |
| HQ       | Headquarters                   | P1ADMN02  | Second Floor | Walkway & Lunchroom     | 1,985              | Concrete      | Pavers            |
| HQ       | Headquarters                   | P1ADMN02  | Second Floor | Patio                   | 745                | Pavers        |                   |
| HQ       | Headquarters                   | P1ADMN02  | Second Floor | Restroom                | 800                | Tile          |                   |
| HQ       | Headquarters                   | P1ADMN03  | Third Floor  | Office                  | 26,969             | Carpet        |                   |
| HQ       | Headquarters                   | P1ADMN03  | Third Floor  | Walkway & Lunchroom     | 1,138              | Concrete      |                   |
| HQ       | Headquarters                   | P1ADMN03  | Third Floor  | Restroom                | 800                | Tile          |                   |
| HQ       | Headquarters                   | P1ADMN03  | Third Floor  | Patio                   | 745                | Pavers        |                   |
| Plant 1  |                                |           |              |                         |                    |               |                   |
| Plant 1  | Auto Shop (Fleet)              | P1AUTO01  | First Floor  | Office & Restroom       | 1,080              | VCT           |                   |
| Plant 1  | Blower Building 1              | P1BLWR01  | First Floor  | Control Room & Restroom |                    | VCT           |                   |
| Plant 1  | Blower Building 2              | P1BLWR201 | First Floor  | Control Room & Restroom | 777                | VCT           |                   |
| Plant 1  | Building 5                     | P1BLD501  | First Floor  | Office & Lunchroom      | 1,619              | VCT           |                   |
| Plant 1  | Building 5                     | P1BLD502  | Second Floor | Office                  | 1,599              | VCT           |                   |
| Plant 1  | Building 5                     | P1BLD502  | Second Floor | Restroom & Showers      | 1,599              |               |                   |
| Plant 1  | Building 6                     | P1BLD602  | Second Floor | Office                  | 1,922              | Carpet        |                   |
| Plant 1  | Building 6                     | P1BLD602  | Second Floor | Office & Lunchroom      | 4,153              | -             |                   |
| Plant 1  | Building 6                     | P1BLD602  | Second Floor | Restroom & Showers      | 1,537              | Tile          |                   |
| Plant 1  | Building 6                     | P1BLD601  | First Floor  | Office                  | 1,917              | VCT           |                   |
| Plant 1  | Building A                     | P1BLDA01  | First Floor  | Oiffice                 | 3,884              | LVP           |                   |
| Plant 1  | Building B                     | P1BLDB01  | First Floor  | Office & Lunchroom      | 670                | VCT           |                   |
| Plant 1  | Central Generation             | P1CGEN02  | Second Floor | Office                  | 1,848              | VCT           |                   |
| Plant 1  | Central Generation             | P1CGEN02  | Second Floor | Showers                 | 443                | Tile          |                   |
| Plant 1  | Central Generation             | P1CGEN01  | First Floor  | Restroom                | 221                | Tile          |                   |
| Plant 1  | Control Center                 | P1CNTL02  | Basement     | Restroom                | 3,057              | Tile          |                   |
| Plant 1  | Control Center                 | P1CNTL02  | First Floor  | Office & Restroom       | 8,100              | VCT           |                   |
| Plant 1  | Control Center                 | P1CNTL02  | Second Floor | Office & Restroom       | 8,100              | LVP           |                   |
| Plant 1  | Engineering Trailer E          | P1ETEF01  | First Floor  | Office                  | 3,230              | Carpet        |                   |
| Plant 1  | Engineering Trailer E          | P1ETEF01  | First Floor  | Restroom                | 77                 | VCT           |                   |
| Plant 1  | Engineering Trailer F          | P1ETEF01  | First Floor  | Office                  | 6,402              | Carpet        |                   |
| Plant 1  | Engineering Trailer F          | P1ETEF01  | First Floor  | Restroom                | 251                | VCT           |                   |
| Plant 1  | Lab                            | P1LAB01   | First Floor  | Office & Lab            | 9,241              | VCT           |                   |
| Plant 1  | Lab                            | P1LAB01   | First Floor  | Office                  | 3,698              | Carpet        |                   |
| Plant 1  | Lab                            | P1LAB01   | First Floor  | Restroom & Showers      | 900                | Tile          |                   |
| Plant 1  | Lab                            | P1LAB02   | Second Floor | Office & Lab            | 18,257             | VCT           |                   |
| Plant 1  | Solids Storage / Truck Loading | P1SSTL02  | Second Floor | Office & Restroom       |                    | VCT           |                   |

ng

/inyl Plank omposition Tile

| Location | Ruilding Namo                          | Floor ID             | Floor Number | Notes                        | Adjusted SqFt Area | Electing Type |               |
|----------|--|----------------------|--------------|------------------------------|--------------------|---------------|---------------|
| Plant 1  | Building Name Thickener and Dewatering | P1DEWA01             | First Floor  | Lab & Restroom               |                    | VCT           | Types of Floo |
| Plant 1  | Thickener and Dewatering               | PIDEWA01<br>P1DEWA02 | Mezzanine    | Office                       |                    |               |               |
| Plant 1  | -                                      | P1DEWA02<br>P1PUWA01 | First Floor  | Office                       |                    |               |               |
|          | Warehouse                              |                      |              |                              |                    | Carpet        |               |
| Plant 1  | Warehouse                              | P1PUWA01             | First Floor  | Restroom                     |                    | VCT           |               |
| Plant 1  | DAFTS                                  | P1DAFT01             | First Floor  | Office & Restroom            | 1,976              |               |               |
| Plant 2  | Primary Clarifiers 6-31 Restroom       | 4050500007           | First Flags  | Restroom                     |                    | VCT           |               |
| Plant 1  | Cart Barn                              | 19ESTRC007           | First Floor  | Blowing Only                 | 3,476              | Concrete      |               |
| PLANT 2  |  |                      |              |                              |                    |               |               |
| lant 2   | Central Power Generation Building      | g P2CGEN01           | First Floor  | Lunchroom                    | 679                | VCT           |               |
| Plant 2  | Central Power Generation Building      | -                    | First Floor  | Mechanics Office             |                    |               |               |
| Plant 2  | Central Power Generation Building      | -                    | Second Floor | Power Plant Operators Office |                    | VCT           |               |
| Plant 2  | Central Power Generation Building      | -                    | Second Floor | Restroom & Showers           | 1,086              |               |               |
| Plant 2  | Centrifuge Building                    | P2CENT02             | Second Floor | Control Room & Restroom      | 1,032              |               |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Office                       |                    | Carpet        |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Kitchen & Restroom           |                    | VCT           |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Office                       |                    | Carpet        |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Office                       |                    | Carpet        |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Restroom                     |                    | VCT           |               |
| Plant 2  | Construction Management Trailer        |                      | First Floor  | Office                       | 1,455              |               |               |
| Plant 2  | Construction Management Trailer        |                      | First Floor  | Office                       |                    | Carpet        |               |
| lant 2   | Construction Management Trailer        |                      | First Floor  | Kitchen & Restroom           |                    | VCT           |               |
| Plant 2  | DAFT ABC Gallery                       | P2DAFT01             | First Floor  | Office & Restroom            | 230                | VCT           |               |
| Plant 2  | Distribution Center B                  | P2DSTB01             | First Floor  |                              | 58                 | VCT           |               |
| Plant 2  | Distribution Center H                  | P2DSTH01             | First Floor  | Restroom                     | 58                 | VCT           |               |
| Plant 2  | Distribution Center J                  | P2DSTJ01             | First Floor  | Lab & Restroom               |                    | VCT           |               |
| Plant 2  | Maintenance Building                   | P2MAIN01             | First Floor  | Office                       | 4,040              |               |               |
| Plant 2  | Maintenance Building                   | P2MAIN02             | Second Floor | Office                       | 10,098             | VCT           |               |
| Plant 2  | Maintenance Building                   | P2MAIN02             | Second Floor | Restroom & Showers           | 2,886              |               |               |
| Plant 2  | Operations/Control Center              | P2OPER01             | First Floor  | Office                       | 10,587             |               |               |
| Plant 2  | Operations/Control Center              | P2OPER01             | First Floor  | Restroom                     | 346                |               |               |
| Plant 2  | Operations/Control Center              | P2OPERBA             | Basement     | Office                       | 2,304              |               |               |
| Plant 2  | Operations/Control Center              | P2OPERBA             | Basement     | Restroom & Showers           | 2,933              |               |               |
| Plant 2  | Truck Loading                          | P2SSTL02             | Second Floor | Office & Restroom            | 2,170              |               |               |
| Plant 2  | East RAS Pump Station                  | P2ERAS01             | First Floor  | Office & Restroom            |                    | VCT           |               |
| Plant 2  | West RAS Pump Station                  | P2WRAS01             | First Floor  | Office                       | 614                | VCT           |               |
| Plant 2  | Cart Barn                              | 29ESTRC055           | First Floor  | Blowing only                 |                    | Concrete      |               |

271,027