



# Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Acting Community Services Director

Approved by: Steve McClary, City Manager

Date prepared: February 21, 2023 Meeting date: March 13, 2023

Subject: Professional Services Agreement with Ultimate Maintenance Services Inc.

---

**RECOMMENDED ACTION:** Authorize the Mayor to execute a Professional Services Agreement with Ultimate Maintenance Service Inc. for custodial services at Malibu City Hall and City parks.

**FISCAL IMPACT:** No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 100-4010-5100-00 (Park Maintenance Professional Services) and Account No. 103-9050-5100-00 (City Hall Operations Professional Services).

**WORK PLAN:** This item was included in the Adopted Work Plan for Fiscal Year 2022-2023 as item #7.k.2. (Community Services Operations-Agreements)

**DISCUSSION:** On December 2, 2022, the City released a Request For Proposals (RFP) from qualified firms that could provide custodial services at Malibu City Hall and City parks. Custodial services are required five days a week at City Hall and seven days a week, 362 days a year, at five City parks.

Proposals for the RFP were due on January 12, 2023. The City received seven proposals in response to the RFP. Staff reviewed the submitted proposals and interviewed four contractors on January 31, 2023. Following the interviews, staff contacted references, verified the cost proposals, and confirmed the contractor's specifications in their submitted proposal. Based on the information, staff selected to continue working with the current custodial contractor, Ultimate Maintenance Service Inc. (UMS). UMS had excellent references and demonstrated outstanding professionalism, experience, and reliable communication. The annual cost of services is \$107,350.

Historically, the custodial services agreement was separated into two contracts, City Hall and City parks. The new Agreement will combine all City facilities into one contract to streamline communication, simplify billing, and track services. Staff recommends the Council authorizes the Mayor to execute a Professional Services Agreement with Ultimate Maintenance Services Inc. for custodial services at Malibu City Hall and City parks.

ATTACHMENTS: Professional Services Agreement with Ultimate Maintenance Services Inc.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 13, 2023 by and between the City of Malibu (hereinafter referred to as the "City"), and Ultimate Maintenance Services, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

### RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services for certain projects relating to custodial services at Malibu City Hall and City parks.
- C. The Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on March 30, 2023, and will remain in effect for a period of three years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be \$8,945 per month, for a total amount not to exceed \$107,350 annually. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

## **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

- 1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- 2) Name and list as additional insured the City, its officers and employees.
- 3) Specify its acts as primary insurance.
- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
- 5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**6.6 Compliance with Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

**6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

**6.9 Legal Construction.**

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the

singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished, or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

**6.17 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

<b>CITY:</b>	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	Paul Marmol CEO, Director of Operations Ultimate Maintenance Services, Inc. 4237 Redondo Beach Blvd Lawndale, CA 90260 TEL (310) 542-1474
--------------	---	--------------------	--

**6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the



California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**7.2 Disclosure not Required.** By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials DS  
PM \_\_\_\_\_

This Agreement is executed on \_\_\_\_\_, 2023, at Malibu, California, and effective as of March 30, 2023.

CITY OF MALIBU:

\_\_\_\_\_  
BRUCE SILVERSTEIN, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

CONSULTANT:

DocuSigned by:  
*Paul Marmol* \_\_\_\_\_  
By: PAUL MARMOL, CEO, Director of Operations

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY’S OFFICE \_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

### **Custodial Services - Scope of Work**

The custodial services include but are not limited to cleaning, washing, emptying trash, and other services necessary to maintain and secure facilities in operational condition. The services shall be implemented in accordance with a mixture of daily, weekly, monthly, quarterly, and seasonal cleaning and maintenance schedules. In addition, the Ultimate Maintenance Services Inc. shall assist with preventive and miscellaneous maintenance work by promptly reporting broken, malfunctioning, or vandalized equipment, fixtures, or structures.

Ultimate Maintenance Services Inc. shall provide all management, tools, equipment, supplies, materials, and labor necessary to ensure that custodial services are performed at Malibu City Hall, parks, and facilities in a manner that will maintain a satisfactory condition and present a clean, neat, and professional appearance.

### **City Facilities**

#### Charmlee Wilderness Park – 2577 Encinal Canyon Road

A 532-acre wilderness park within the Santa Monica Mountains. The park includes picnic areas and over eight miles of hiking trails, a nature center, and a 330 square foot restroom building.

#### Las Flores Creek Park – 3805 Las Flores Canyon Road

Four-acre neighborhood park situated along Las Flores Creek with walking paths, a 300 square foot restroom building, picnic areas, and playground.

#### Malibu Bluffs Park and Michael Landon Center – 24250 Pacific Coast Highway

Six-acre Community Park with two baseball diamonds, a multi-sport athletic field, playground, jogging paths, picnic tables, and outlook area. The Michael Landon Center is a 3,000 square foot building and includes restrooms, an activity room, storage area, kitchen, staff offices, and common areas.

#### Malibu City Hall – 23825 Stuart Ranch Road

A 35,000 square foot commercial office building including offices, two kitchens, patios, theater, community rooms, conference rooms, restrooms, and common areas.

#### Malibu Equestrian Park – 6225 Merritt Drive

Consists of two riding arenas, picnic area, a 320 square foot restroom building, and riding trails.

### Trancas Canyon Park – 6050 Trancas Canyon Road

Six and one-half acre neighborhood park contains an access road, vehicle parking, playground, dog park, a 300 square foot restroom building, picnic shelter, and open turf area.

### General Description of the Work to be Performed

#### Carpeted Areas

After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Area and throw rugs are included to receive this service. All carpets shall be cleaned in accordance with standard commercial practices. No bonnet cleaning machines shall be used. A portable water extractor spot remover should be on hand during every shift. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets beneath them, then returned to their original location.

#### Disinfect

Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls, and other such surfaces using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick-plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.

#### Drinking Fountains

Clean and disinfect all-porcelain and polished metal surfaces, including orifices and drains, as well as exterior surfaces of the fountain. Drinking fountains shall be free from streaks, stains, spots, smudges, scale, foreign materials, and other obvious soil.

#### Dusting

All horizontal surfaces, including sign surfaces, pictures, ledges, pot shelves, light fixtures (removal of dead insects), must be dusted or cleaned to eliminate dust collection.

### Exterior Windows/Doors

Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced as needed. After the window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, yellow insect droppings, water, and other foreign matter. Likewise, all parts of doors and door kick-plates shall be free of film, dirt, smudges, water, and other foreign matter.

### Floors

All floors, except carpeted areas or area/throw rugs, shall be swept, dust mopped, damp mopped, wet mopped, and buffed, as needed and, depending on the material, to ensure they have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heels marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors beneath them. All moved items shall be returned to their original and proper position.

### Green Cleaning Supplies

Third-party certified green cleaning supplies such as Simple Green and Green Works or equal must be used for all cleaning purposes. Acceptable certifications include Green Seal, EPA Safer Choice, and Ecologo.

### Hard Floors

Strip, scrub, seal, and wax floors in the common areas as scheduled to maintain a uniform, glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax buildup, and other stains and discoloration.

### Interior Glass/Mirrors

Clean all interior glass, including glass on doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

### Interior Windows/Doors

Clean glass surfaces. After surfaces have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, glass, and door kick-plates.

### Landfill Trash, Recycling, and Compost

At facilities with color-coded waste streams, receptacle liners must also be color-coded: blue (for recycling), green (for compost) and black (for landfill). Alternate color combinations may include clear for recycling, clear or green for compost, and black for landfill. All three waste streams (recycling, compost, and landfill) containers shall be emptied and returned to their initial location. After servicing any dual and triple waste stream sorting stations, the top of the sorting stations must be wiped clean. Boxes, cans, or papers placed near a trash receptacle and marked "Trash" or "Recycling" shall be removed and placed in the correct color-coded bins. Boxes shall be broken down to minimize bulk. Any obviously soiled or torn plastic receptacle liners shall be replaced. Recycling, compost and landfill bags must be deposited in the appropriate color-coded bins located in the parking lot. Bin lids shall be closed at all times to prevent access to rodents and other animals. Receptacles, bins and the surrounding areas shall be left clean, free of foreign matter, and free of odors. No trash should be placed on bin lids.

### Restroom and Kitchen Supplies

Ensure all restrooms are stocked sufficiently so that supplies do not run out for general use.

### Sinks

Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, and rust stains.

### Spot Cleaning

Perform spot cleaning continually. Spot cleaning includes, but is not limited to removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door handles, push-bars, kick-plates, light switches, temperature controls, fixtures, and dual and triple waste stream sorting stations. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

### Toilet Bowls and Urinals

Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

## **Schedule of Work to be Performed**

City Parks: All work shall be performed between 6:00 PM and 11:00 PM, Sunday through Saturday, including holidays except New Year's Day, Thanksgiving, and Christmas.

City Hall: All work shall be performed between 6:00 PM and 11:00 PM, Monday through Friday, excluding observed holidays.

The City will supply the cleaning supplies and restroom supplies for Malibu City Hall and the five City parks.

### **City Hall Entrance and Lobbies**

#### Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops and sides of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats including exterior mats.
3. Sweep and wet mop floors, as needed, using a cleaning solution.
4. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution or power extractor.
5. Sweep entrance approaches.
6. Dust all exposed horizontal surfaces.
7. Remove cobwebs.
8. Straighten magazines in reception areas.
9. Clean reception glass.
10. Wash walls and doors, including kick plates, where needed, with wet sponge and cleaning solution.
11. Clean all exterior and interior glass, including glass in doors, with window cleaning solution.
12. Wipe down exterior railings on the entrances and decks.
13. Clean trophy case and exterior posting board. Necessary keys will be provided.
14. Wipe down stairwell handrails and rail caps.
15. Remove exterior and interior cobwebs especially around the high light fixtures and cable rails.

#### Weekly Schedule

1. Polish furniture.

2. Perform high dusting of ceilings and other high cabinets.
3. Clean all exterior glass, including partitions, walls, display cases, and directory boards, with window cleaning solution.
4. Clean all door panic bar hardware with cleaning solution.

#### Monthly Schedule

1. Dust air vents and window blinds with a clean dry towel or as needed.
2. Clean exterior window frames, casings, and sills with window cleaning solution or more frequently as needed

#### Six Times Per Year

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

#### Quarterly Schedule

1. Strip, wax, and buff floors in lobbies.
2. Dust building fixtures, including but not limited to florescent lights, wall clocks, fire extinguishers and air vent ducts.
3. Clean and scrub all door thresholds.

### City Hall Conference and Training Rooms

#### Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Vacuum all carpeted floors.
3. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
4. Dust all horizontal surfaces.
5. Wipe down tables and chairs, including all chrome finishes.
6. Remove cobwebs.
7. Wash walls and doors, where needed, with wet sponge and cleaning solution.
8. Clean all interior glass, including glass in doors, with window cleaning solution.
9. Wipe down doors and kick plates.
10. Return all furniture to an orderly position.

#### Weekly Schedule

1. Perform high dusting of ceilings, door tops and cabinet tops.
2. Clean all glass, including partitions, walls, display cases, and directory boards with window cleaning solution.

#### Monthly Schedule

1. Dust air vents and window blinds with a clean, dry towel.
2. Detail vacuum carpeted areas.
3. Clean exterior window frames, casings, and sills with window cleaning solution.

#### Six Times Per Year

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

#### Quarterly Schedule

1. Dust building fixtures, including but not limited to florescent lights, wall clocks, fire extinguishers and air vent ducts.
2. Clean and scrub all door thresholds.
3. Brush or vacuum upholstered furniture.

### City Hall Corridors

#### Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Wet mop floors using an approved detergent disinfectant.
3. Vacuum all carpeted floors and entry mats.
4. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
5. Clean, disinfect and polish drinking fountains.

#### Weekly Schedule

1. Remove scuff marks on baseboards and doors (as needed in all areas)



### City Hall Stairways and Elevator

#### Daily Schedule:

1. Vacuum all carpeted floors.
2. Sweep and wet mop floors, as needed, using an appropriate cleaning solution.
3. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
4. Spot clean walls.
5. Wipe exterior elevator doors with approved cleaner
6. Clean thresholds

### City Hall Employee Balcony

#### Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Wipe down tabletops.
3. Pick up debris, including leaves.

#### Monthly Schedule (or as needed due to water conservation):

1. Hose down and scrub the patio area.

### City Hall Theater

#### Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats.
3. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
4. Wipe down countertops, tables and chairs.
5. Dust all horizontal surfaces.
6. Dry mop wood floors, including front of stage and backstage area.

### Weekly Schedule

1. Wipe down dais structure walls and council desk.
2. Vacuum upholstered chairs as needed.

General Offices (City Hall: administrative services, building safety, community services, environmental sustainability, planning, public works and engineering, public safety, file rooms, copy rooms, green room, Sheriff's office, control room, senior/community center, catwalk hallway. Michael Landon Center: offices and activity room.)

### Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats.
3. Sweep entrance approaches.
4. Sweep and wet mop floors, as needed, using a cleaning solution.
5. Remove interior and exterior cobwebs.
6. Spot clean carpets by hand, where needed, using appropriate carpet cleaner solution.
7. Wipe down walls under hand sanitizing stations.
8. Return all furniture to an orderly position.
9. Dust all exposed horizontal surfaces.
10. Wash walls and doors, where needed, with wet sponge and cleaning solution.
11. Clean all interior glass, including glass in doors, with window cleaning solution.
12. Turn off all designated lights.
13. Malibu Bluffs Park, Michael Landon Center: clean mirrors in activity room.
14. Malibu Bluffs Park, Michael Landon Center: dry mop luxury vinyl flooring using a micro-fiber cleaning cloth. If using cleaning solution, a neutral pH cleaner, such as Shaw TotalCare, must be used with a micro-fiber wet mop pad. The final application is a water rinse.

### Weekly Schedule

1. Perform high dusting of ceilings, door and partition tops, and other high cabinets.

2. Clean all glass, including partitions, walls, display cases, and directory boards with window cleaning solution.
3. Clean all door panic bar hardware with cleaning solution.
4. Malibu Bluffs Park, Michael Landon Center: remove scuff marks by cleaning with an auto scrubber or spray buffering machine (175 rpm or lower) with red 3M pad/equivalent brush.

#### Monthly Schedule

1. Dust air vents and window blinds with a clean, dry towel.
2. Clean exterior window frames, castings, and sills with window solution or more frequently as needed.

#### Six Times Per Year

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

#### Quarterly Schedule

2. Dust vertical and horizontal blinds and window coverings.
3. Dust building fixtures, including but not limited to florescent lights, wall clocks, fire extinguishers and air vent ducts.
4. Brush or vacuum upholstered furniture.
5. Clean and scrub all door thresholds.

#### Biannual Schedule

1. Clean exterior window frames, casings, and sills with window cleaning solution.

### Coffee Stations and Kitchens (City Hall and Michael Landon Center)

#### Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Clean the wall behind the trash receptacles.
3. Sweep and wet mop floors, including under the sinks, using an approved detergent disinfectant.
4. Wipe down countertops, tables and chairs.
5. Dust all horizontal surfaces.

6. Clean inside and outside of microwaves.
7. Clean outside of refrigerator.
8. Clean, disinfect and polish all sinks and counters with wet sponge and cleanser.
9. Spot clean all cabinets.
10. Replenish all supplies.

#### Weekly Schedule

1. Perform high dusting.
2. Pull refrigerators out enough to clean behind and underneath.

#### Monthly Schedule

1. Dust and clean fixtures, including but not limited to florescent lights, wall clocks, fire extinguishers and air vent ducts.

#### Quarterly Schedule

1. Scrub and wax all hard surfaces.

Restrooms (City Hall, Charmlee Wilderness Park, Las Flores Creek Park, Malibu Equestrian Park, Michael Landon Center (indoor and outdoor), Trancas Canyon Park)

#### Daily Schedule

1. Pick up litter, empty sanitary napkin, and paper towel containers, and replace container liners. Discard waste into appropriate bins. Wipe down walls behind the receptacles.
2. Wet mop floors using an approved detergent disinfectant.
3. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
4. Wash restroom stall partitions with disinfectant solution and sponge.
5. Clean and disinfect all sinks and counters with wet sponge and cleanser.
6. Clean and disinfect commodes and areas around commodes.
7. Clean and disinfect urinals and areas around urinals.
8. Clean and disinfect all hand dryers, and soap and paper dispensers.
9. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.
10. Remove graffiti with an approved cleaning solution. If cleaning fails, notify the Parks Supervisor before the end of the shift.
11. Turn off all designated lights.

#### Weekly Schedule

1. Scrub floors and grout.
2. Clean out floor drains, as needed.
3. Pour clean water down floor drains to prevent sewer gases.
4. Perform high dusting and cleaning of vents.

#### Quarterly Schedule

1. Strip and seal floors and grout
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

#### Miscellaneous Items

##### Daily Schedule

1. Provide a hot water extractor for spot cleaning to use as needed.
2. The firm will report any broken, malfunctioning, or vandalized equipment, such as graffiti, or fixtures to the Park Supervisor immediately by telephone or text message. In the event the Park Supervisor is not available, the firm shall leave a voicemail message on the City Hall work line
3. The firm will contact the Parks Supervisor immediately during an unforeseen emergency, which prevents the firm from servicing City facilities.

##### Quarterly Schedule

1. Remove cobwebs from entire building at window frames with extension pole (at least quarterly or more often as needed).
2. Clean floor tile grout in Green Room bathrooms or as needed.
3. Strip and wax hard surfaces.
4. Clean carpet per Shaw Carpets recommendation and guidelines.
5. Pressure wash trash area. Trash area must be properly contained during pressure washing to prevent run-off.
6. Pressure wash entrance area quarterly or more frequently as needed. Entrance areas must be properly contained during pressure washing to prevent run-off.

##### Twice-yearly Schedule

1. Wash windows both exterior and interior.

## **Security**

### Key Control

The Ultimate Maintenance Services Inc. shall be responsible for all keys issued by the City. Ultimate Maintenance Services Inc. shall not duplicate any keys issued by the City. In the event keys are lost, stolen, or duplicated, the City may have the option to rekey the affected areas and deduct the cost from the monthly payment due to the selected firm. Ultimate Maintenance Services Inc. shall prohibit the use of keys by any persons other than their employees or permit entrance of persons other than selected firms employees engaged in the performance of contract work requirements. Ultimate Maintenance Services Inc. agrees that failure to fully secure the facility can result in liquidated damages.

### Security Requirements

Ultimate Maintenance Services Inc. must secure all doors, windows, and access gates at the end of each work shift. All personnel employed by the Ultimate Maintenance Services Inc. in the performance of this agreement, or any representative of Ultimate Maintenance Services Inc. entering the City facilities, shall abide by all security regulations of the City.

### Physical Security

Ultimate Maintenance Services Inc. shall be responsible for safeguarding all City property. At the end of each work shift, all City facilities, equipment, and materials shall be secured.

## **Quality Control**

Ultimate Maintenance Services Inc. shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. Ultimate Maintenance Services Inc. shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Ultimate Maintenance Services Inc. shall maintain Material Safety Data Sheets Logbooks and fill out a "Completed Task Log" Both documents shall be submitted to the City as needed. Ultimate Maintenance Services Inc. shall provide adequate staffing to achieve expectations and quality of services and cleaning schedules. In addition, a representative from the City and Ultimate Maintenance Services Inc. will meet periodically to review the expectations and quality of services being performed.

**City of Malibu  
Request for Proposals: Custodial Services  
Fee Sheet Proposal January 12, 2023**

**City Facilities**

Charmlee Wilderness Park	\$ <u>475.00</u>	per month
Las Flores Creek Park	\$ <u>425.00</u>	per month
Malibu Bluffs Park, Michael Landon Center	\$ <u>1,815.00</u>	per month
Malibu City Hall	\$ <u>4,350.00</u>	per month
Malibu Equestrian Park	\$ <u>480.00</u>	per month
Trancas Canyon Park	\$ <u>480.00</u>	per month

**Other**

Other Fees (specify): <u>CARPET CLEANING</u>	\$ <u>8,500.00</u>	per <u>year</u>
Other Fees (specify): <u>WINDOW CLEANING</u>	\$ <u>2,500.00</u>	per <u>year</u>
Other Fees (specify): <u>PRESSURE WASHER</u>	\$ <u>350.00</u>	per <u>time</u>
Other Fees: Event Cleaning City Hall Building	\$350.00/request	
Other Fees: Event Cleaning City Hall Partial Building	\$250.00/request	

**Total Monthly Proposal**    \$ 8,941.66

**Total Annual Proposal**    \$ 107,299.92

Monthly price includes carpet cleaning and window cleaning