City Council Meeting
10-12-26
Item 1.B.5.

Council Agenda Report

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

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 22, 2026 Meeting date: October 12, 2026

Subject: Professional Services Agreement with Executive Facilities Services, Inc.

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Executive Facilities Services, Inc. for custodial services at Malibu City Hall and City parks; and 2) Appropriate $51,400 from the General Fund-Unassigned for custodial services to Account No. 100-4010-5100-00 and Account No. 103-9050-5100-00.

FISCAL IMPACT: Funding for these services was included in the Adopted Budget for FY 2026-27 in the amount of $115,000. Following the Request for Proposal (RFP) process, an appropriation of $35,380 in Account No. 100-4010-5100-00 (Park Maintenance Professional Services) and $16,020 in Account No. 103-9050-5100-00 (City Hall Operations Professional Services) is needed for the new custodial services agreement.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On June 1, 2026, the City released a Request for Proposals (RFP) to solicit proposals from qualified firms interested in providing custodial services for 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 six City parks.

Proposals for the RFP were due on July 15, 2026. The City received thirteen (13) proposals in response to the RFP. Following a review, staff selected and interviewed the four contractors that provided comprehensive responses. 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, Executive Facilities Services, Inc. (EFS).

EFS has indicated they will schedule dedicated personnel to the City of Malibu including one dedicated supervisor and two people servicing Malibu Bluffs Park and Malibu City Hall (total 3) and two people will be cleaning all City parks. This increases services by one to two people compared to the current contract. The agency focuses on employee retention by offering competitive hourly wages and health benefits in addition to continuous training in safety practices and compliance.

The cost for annual custodial services from the top four candidates ranged from $142,416 to $166,400. However, the number of custodial staff varied from one to three personnel servicing City facilities.

EFS has excellent references and has existing contracts from the City of Thousand Oaks, Conejo Recreation & Park District, City of Tustin, City of Costa Mesa, and several other public and private agencies.

Council Policy #44, Budget Control and Accountability requires that all proposed appropriations over $10,000 be reviewed and discussed by the Administrative and Finance (A&F) Subcommittee before being presented to the Council. A&F reviewed and recommended an appropriation of $51,400 at the September 15, 2026 Special meeting.

ATTACHMENTS:
Professional Services Agreement with Executive Facilities Services, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of October 12, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Executive Facilities Services, Inc., a California stock corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

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 with Consultant for professional services 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 the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 Exhibit A (the "Scope of Work"), attached hereto 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 November 1, 2026, and will remain in effect for a period of three (3) 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 his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, 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 not exceed $13,865.83 per month, for a total amount not to exceed $166,389.91 annually for the term of the Agreement. No

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additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th 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 to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

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 twelve (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.

6.1.1 **Termination Without Cause.** 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. 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 effective date of 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 **Termination For Cause.** 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 Consultant shall not be

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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.

6.1.3 In the event of any termination hereunder, 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 immediately returned to the City.

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.

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. Consultant further agrees to comply with all provisions in the attached Exhibit B ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

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

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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. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

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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 own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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 and Costs. The Parties hereto acknowledge and agree that

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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, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of 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:

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	James F. Ferraro Owner Executive Facilities Services, Inc. 1227 Flynn Road, Suite 307 Camarillo, CA 93012 TEL (844) 780-2626 FAX (951) 346-3922

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.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant’s performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

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6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

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-

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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 Initial JFF

This Agreement is executed on _____.

EXECUTIVE FACILITIES SERVICES, a California stock corporation:

By: Signed by: James F. Ferraro
CA6020D8503B478...
Name: JAMES F. FERRARO
Title: Owner

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk

(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

Executive Facilities Services, Inc. will provide custodial services for offices, community rooms, common spaces, kitchens, restrooms, and outdoor areas. Executive Facilities Services, Inc. shall provide all of the aforementioned services at each and every facility listed below under the "City Facilities" header.

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. Executive Facilities Services, Inc. will also assist with preventive and miscellaneous maintenance work by promptly reporting broken, malfunctioning, or vandalized equipment, fixtures, or structures.

Before November 1, 2026, Executive Facilities Services, Inc. will be required to attend a one-hour training session covering the City's waste management practices and zero-waste initiatives.

In December 2026, a City representative will conduct a formal inspection with a representative from Executive Facilities Services, Inc. to establish an acceptable level of performance. Upon City acceptance, this level of service quality shall be maintained throughout the contract period. City representatives will conduct bi-monthly meetings to review and discuss the status of the work with Executive Facilities Services, Inc.

Executive Facilities 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 maintains satisfactory conditions and presents a clean, neat, and professional appearance.

<u>City Facilities</u>

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 (closed), 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 a playground. Please note, fire-related repairs are ongoing; expected reopening in late 2026.

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 an outlook area. The Michael Landon Center is a 3,000-square-foot building and includes restrooms, an activity room, a storage area, a kitchen, staff offices, and common areas.

Malibu Skate Park (at Malibu Bluffs Park) – 24250 Pacific Coast Highway

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A 12,500-square-foot concrete Skate Park with two ADA-accessible gender-neutral restrooms, a custodial closet, a drinking fountain, a parking lot, a picnic area, and landscaping.

Malibu City Hall – 23825 Stuart Ranch Road
A 35,000 square foot commercial office building including offices, two kitchens, patios, a theater, community rooms, conference rooms, restrooms, and common spaces.

Malibu Equestrian Park – 6225 Merritt Drive
Includes two riding arenas, a picnic area, a 320-square-foot restroom building, and riding trails.

Trancas Canyon Park – 6050 Trancas Canyon Road
The six-and-one-half-acre neighborhood park contains an access road, vehicle parking, a playground, a dog park, a 300-square-foot restroom building, a picnic shelter, and an 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 the carpet manufacturer's approved methods as soon as noticed. Area and throw rugs are included in 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, and light fixtures (removal of dead insects), must be dusted or cleaned to prevent dust buildup.

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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, Green Works, or equivalent, 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

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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 and kitchens 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, paint, 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.

The aforementioned description of work is not exhaustive and Executive Facilities Services, Inc. shall provide other services similar services, as reasonably necessary.

Schedule of Work to be Performed

All work shall be performed between 9:00 PM and Midnight daily, Sunday through Saturday, including holidays except New Year's Day, Thanksgiving day, and Christmas day. The City will provide cleaning and restroom supplies for Malibu City Hall and the five parks. Custodial services are required and shall be performed seven days a week at City parks. Custodial services are required and shall be performed Monday through Friday at Malibu City Hall. City staff will work with the selected contractor to schedule weekend services at City Hall for private rentals or special event. Weekend services typically include public areas (restrooms, hallways, etc.); City Hall offices do not need services on Saturday and Sunday. If meetings are still in progress while cleaning, please keep noise to a minimum.

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

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materials into appropriate bins. Wipe down the tops and sides of the dual- and triple-waste-stream sorting stations, and the 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 an 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 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 a 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

Quarterly Schedule

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

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Extra Services: Staff will work with the Contractor to schedule these services, as needed.

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

City Hall Conference and Meeting 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 an 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 a 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.

Quarterly Schedule

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

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Extra Services: Staff will work with the Contractor to schedule these services, as needed.

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

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 the 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 an 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 an appropriate carpet cleaner solution.
4. Spot clean walls.
5. Wipe exterior elevator doors with approved cleaner
6. Clean thresholds

City Hall Employee Balcony and Patios

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 the 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.

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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 the walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats.
3. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
4. Wipe down countertops, tables, and chairs.
5. Dust all horizontal surfaces.
6. Dry mop wood floors, including the front of the stage and the backstage area.

Weekly Schedule

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

Offices (City Hall: administrative services, building safety, community services, environmental sustainability, code enforcement, community development, 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 the 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 an 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 a wet sponge and cleaning solution.
11. Clean all interior glass, including glass in doors, with window cleaning solution.
12. Turn off all designated lights.

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13. Malibu Bluffs Park, Michael Landon Center: clean mirrors in the activity room.
14. Malibu Bluffs Park, Michael Landon Center: dry mop luxury vinyl flooring using a micro-fiber cleaning cloth. If using a 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 a 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.

Quarterly Schedule (January, April, June, and September)

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

Extra Services: Staff will work with the Contractor to schedule these services, as needed.

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

<u>Coffee Stations and Kitchens</u> (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 all kitchen walls, including the wall behind the trash receptacles
3. Sweep and wet mop floors, including under the sinks, using an approved detergent disinfectant.

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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 a 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 fluorescent lights, wall clocks, fire extinguishers, and air vent ducts.
2. Clean and disinfect interior refrigerators, including shelving, drawers, and bins.

Quarterly Schedule

1. Scrub and wax all hard surfaces.

Restroms (City Hall, Charmlee Wilderness Park, Las Flores Creek Park, Malibu Equestrian Park, Malibu Skate Park, Trancas Canyon Park)

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.

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Weekly Schedule

1. Scrub floors and grout.
2. Clean out floor drains.
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.

Michael Landon Center (indoor and outdoor) – Versa Cleaning Machine

Tasks under the Restroom section must be completed. The items below relate to the Versa Cleaning Machine, which is only available at the Michael Landon Center at Malibu Bluffs Park.

Daily Schedule

Daily operations will specifically utilize the Versa Cleaning Machine (or equivalent no-touch extraction system) for the following tasks:

Cleaning all restroom surfaces only

- Surface Application: Contractor shall use the Versa spray system to apply a commercial-grade, EPA-approved disinfectant on all restroom surfaces, including toilet bowls, urinals, partitions, countertops, and sinks. All cleaning materials not provided by the City must be approved by the city's contract administrator.
- Touchless Rinsing: Contractor will utilize the machine's pressure rinse and vacuum recovery features to clean grout lines, walls, and fixtures to prevent cross-contamination.
- Floor Extraction: All restroom floors will be deep cleaned daily using the machine's squeegee vacuum system to ensure floors are left sanitary, dry, and free of soils.
- Consumables & Final Polish: Traditional wiping cloths may be utilized alongside the machine for spot-drying mirrors, polishing chrome fixtures, and restocking paper/soap dispensers.

Equipment & Supply Provisions

- Machine Operation: The City will provide training for using the machine as deemed necessary and will maintain the Versa Cleaning Machine in a safe and operational condition. The Contractor shall ensure the machine is thoroughly flushed with clean water daily to prevent buildup.

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- Chemicals & Consumables: Unless otherwise specified, the Contractor will use all approved chemical concentrates, disinfectants, and paper products. All chemicals used in the Versa system must be pre-approved by the City of Malibu and strictly comply with manufacturer guidelines.

Damage, Maintenance & Malfunctions:

- Reporting: The Contractor shall immediately notify the Client of any plumbing leaks, overflowing drains, or structural damage discovered during the cleaning process.
- Equipment Failure: In the event the Versa Cleaning Machine requires maintenance or experiences mechanical failure, the Contractor is responsible for reporting maintenance needs and machine failures or damaged components immediately.

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 unavailable, the firm shall leave a voicemail on the City Hall work line.
3. The firm will contact the Parks Supervisor immediately during an unforeseen emergency that prevents the firm from servicing City facilities.

Quarterly Schedule

1. Remove cobwebs from the entire building at window frames with an 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. Pressure wash the trash area. The trash area must be properly contained during pressure washing to prevent runoff.
5. Pressure wash the entrance area quarterly or more frequently as needed. Entrance areas must be properly contained during pressure washing to prevent run-off.

Extra Services: Staff will work with the Contractor to schedule these services, as needed.

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

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Security

Key Control

Executive Facilities Services, Inc. shall be responsible for all keys and key cards issued by the City. Executive Facilities Services, Inc. shall not duplicate any keys and/or key cards. If keys and/or key cards are lost, stolen, or duplicated, the City may rekey the affected areas and deduct the cost from the monthly payment due. Executive Facilities Services, Inc. shall prohibit the use of keys and/or key cards by any persons other than Executive Facilities Services, Inc. employees and shall not permit the entrance of persons other than Executive Facilities Services, Inc. employees engaged in the performance of contract work requirements to any City Facilities. Executive Facilities Services, Inc. agrees that failure to fully secure the facility can result in damages, including but not limited to liquidated damages.

Security Requirements

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

Physical Security

Executive Facilities Services, Inc. shall be responsible for safeguarding all City property provided for Executive Facilities Services, Inc. use. At the end of each work shift, all City facilities, equipment, and materials shall be properly secured.

Quality Control

Executive Facilities Services, Inc. shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. Executive Facilities Services, Inc. shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Executive Facilities 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. Executive Facilities Services, Inc. shall provide adequate staffing to achieve expectations and quality of services and cleaning schedules. In addition, a representative from the City and Executive Facilities Services, Inc., will meet periodically to review the expectations and quality of services being performed.

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EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of

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the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the

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Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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City of Malibu
Request for Proposals: Custodial Services
Fee Sheet Proposal July 15, 2026

City Facilities

Charmlee Wilderness Park	$ 1,182.27	per month
Las Flores Creek Park	$ 1,182.27	per month
Malibu Bluffs Park, Michael Landon Center	$ 1,678.41	per month
Malibu City Hall	$ 5,684.92	per month
Malibu Equestrian Park	$ 1,182.27	per month
Malibu Skate Park	$ 1,773.41	per month
Trancas Canyon Park	$ 1,182.27	per month

Other

Extra Fees: Carpet Cleaning	$ 0.12	per Sq. Ft.
Extra Fees: Window Cleaning	$ 3.00	per window
Extra Fees: Event Cleaning – Whole (City Hall)	$ 38.98	per hour
Extra Fees: Event Cleaning – Partial (City Hall)	$ 38.98	per hour
Extra Fees: Partial Sunday Cleanings at City Hall (Memorial Day – Labor Day)	$ 272.83	per service
Other Fees (specify): Hard Floor Services	$ 0.22	per Sq. Ft.

Total Monthly Proposal $ 13,865.83

Total Annual Proposal $ 166,389.91