



REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

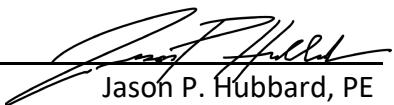
FOR THE

OLIVENHAIN MUNICIPAL WATER DISTRICT

PROPOSALS DUE:

September 17, 2021 2:00 p.m.

OLIVENHAIN MUNICIPAL WATER DISTRICT

  
Jason P. Hubbard, PE  
Engineering Manager

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REQUEST FOR PROPOSALS FOR  
JANITORIAL SERVICES  
FOR THE  
OLIVENHAIN MUNICIPAL WATER DISTRICT

1.0 INTRODUCTION

The Olivenhain Municipal Water District (OMWD) is seeking proposals from qualified janitorial contractors (Contractor) to provide janitorial services for OMWD for a three (3) year term.

The term of this contract shall be for a period of three (3) years commencing January 1, 2022 and ending January 1, 2025. OMWD shall have two (1) one-year renewal options to extend the term of the contract at OMWD's sole discretion. OMWD has the right to exercise all or any of these options.

This Request for Proposals (RFP) describes the required scope of services, the contractor selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. OMWD reserves the right to waive minor proposal deviations or omissions at its sole discretion.

2.0 OLIVENHAIN MUNICIPAL WATER DISTRICT

OMWD is a municipal water district organized and operating pursuant to Water Code Sections 71000 et seq. OMWD serves approximately 86,000 people through approximately 22,000 potable water connections, (28,000 meters) in a 48 square mile area that includes portions of the unincorporated County of San Diego, and the Cities of Carlsbad, Encinitas, Solana Beach, San Marcos, and San Diego. The District's mission statement is to serve present and future customers in a service oriented manner by:

Water – Providing safe, reliable, high quality drinking water while exceeding all regulatory requirements in a cost effective and environmentally responsive manner.

Recycled Water/ Wastewater – Providing recycled water and wastewater treatment in the most cost effective and environmentally responsive method.

Parks – Safely operating the Elfin Forest Recreational Reserve and providing users with a unique recreational, educational, and environmental experience.

Emergency Management – Complying with policies and procedures that adhere to local,

state, and federal guidelines for national security and disaster preparedness.

Sustainable Operations – Pursuing alternatives and/or renewable resources with the most sustainable, efficient, and cost effective approach.

### 3.0 BACKGROUND

OMWD owns and operates District offices and facilities listed below for which OMWD is seeking janitorial services.

### 4.0 SCOPE OF SERVICES

Janitorial services shall be in accordance with **EXHIBIT “A” Scope of Work/Site Task List, and Exhibit “C” Special Provisions**, attached to this RFP. The majority of work shall be concentrated at the Olivenhain Municipal Water District Main Office. Work shall generally consist of routine cleaning of all offices, restrooms, and common areas. Each site has a specific site plan and aerial as shown in attachments.

The term of this contract shall be for a period of three (3) years commencing January 1, 2022 and ending January 1, 2025. OMWD shall have two (1) one-year renewal options to extend the term of the contract at OMWD’s sole discretion. OMWD has the right to exercise all or any of these options.

#### **BID SCHEDULE**

**Item M-1 shall consist of the following sites for daily service Monday-Friday each week at 1966 Olivenhain Road, Encinitas, CA 92024:**

- Olivenhain Municipal Water District Main Offices
- Building J Receiving and Mechanic Office
- Wellness Center

**Item M-2 shall consist of the following site for service 2 days per week, Tuesday and Friday each week at 16595 Dove Canyon Road, San Diego, CA 92127:**

- 4S Ranch Water Reclamation Facility

**Item M-3 shall consist of the following site for service 1 day per week, Monday-Friday each week (weekday to be determined) at 19090 Via Ambiente Road, Escondido, CA 92029:**

- David C. McCollom Water Treatment Facility

**Item M-4 shall consist of the following site for service 1 day per week, Monday-Friday each week (weekday to be determined) at 8833 Harmony Grove Rd, Escondido, CA 92029 and 19090 Via Ambiente Road, Escondido, CA 92029:**

- Elfin Forest Interpretive Center and Park Ranger's Office Trailer

## 5.0 OMWD FURNISHED SERVICES TO SELECTED CONTRACTOR

The following information and services will be made available to the Contractor by OMWD:

- Furnish pictures of sites and site task list
- Access to the OMWD sites for the selected contractor to perform the work
- **Mandatory pre-proposal meeting on September 9, 2021**

## 6.0 PREVAILING WAGE

The Board of Directors has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem, wages, and the general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract. Such rates of wages are on the file with the Department of Industrial Relations. It is the Contractor's responsibility to upload certified payroll to the DIR (Maintenance Contract valued at \$15,000 or larger). Certified payroll records are to be furnished to OMWD with each monthly billing invoice.

## 7.0 PROPOSAL REQUIREMENTS

Written proposals are to include at a minimum a detailed discussion of the contractor's approach to the work including, an estimation of hours for janitorial services and documentation of the contractor's qualifications for the Scope of Services. An estimation of hours with rates are to be provided with the proposal.

The Proposal should be concise, well organized, and should demonstrate the responder's qualifications and experience is related to similar landscape maintenance. Responders will be evaluated based on the information submitted according to the following.

### Executive Summary

Include a short summary of the entire Proposal describing the highlights of the Proposal.

### Identification of Responder

- Legal name and address of contractor.
- Number of years the contractor has maintained a local office.
- Name, title, address, and telephone number of person to contact concerning the Proposal.
- Name, title, address, and telephone number of person who will sign the agreement if selected for the work.

### Experience

Describe the contractor's experience in completing similar janitorial work. List at least three (3) successfully completed or on-going similar site maintenance, no older than 5 years (based on agreement end date), and include the following information about the client for each project: the client's name, contact person, and phone numbers. Also describe the type of work performed, date initiated, date completed (if applicable), and value of contract. Identify the role of the key personnel proposed for OMWD's janitorial services.

### Proposed Approach to Accomplish the Work

The work approach section shall set forth the contractor's plan and ideas for organizing the work, and shall address all items set forth in the Scope of Services. The proposal shall discuss the contractor's plan for coordinating efficiently and effectively with OMWD staff, and execution of all tasks.

### Project Team, Project Organization, and Key Personnel

Provide an organization chart and proposed staffing plan, based upon the scope of work. Staff shown in the proposal will be assumed to be available for the duration of the agreement, but can be changed via the submittal process at any time during the contract.

Key personnel assigned to the sites shall not be reassigned without prior approval and the contractor shall request approval from OMWD before any new personnel are assigned to perform janitorial services. OMWD reserves the right to reject or remove personnel performing services in this agreement in its sole discretion.

### Proposed Scope of Work and Hours

A proposed Scope of Work for Bid Schedule M-1 through M-4 shall be submitted as an Appendix to the Proposal.

Provide an estimated cost analysis for the following items:

- Total fee for janitorial services per site
- Labor (personnel classifications, estimated hours and hourly rates)
- Direct costs

Monthly invoices must include lump sums per site and include any supporting invoices for direct and subcontracted costs must be included with invoice.

## 8.0 SUBMITTAL REQUIREMENTS

One (1) executed original Proposal, clearly marked on the cover shall be submitted to OMWD Main offices in electronic format (PDF) via email to [prebid@olivenhain.com](mailto:prebid@olivenhain.com) or delivered in person to the OMWD Main Office front desk at 1966 Olivenhain Road, Encinitas, CA 92024.

**The Proposal must be received no later than 2:00 PM PST, on September 17, 2021** by the office of:

**OLIVENHAIN MUNICIPAL WATER DISTRICT  
ATTN: Jason P. Hubbard, PE  
Engineering Manager  
1966 Olivenhain Road  
Encinitas, CA 92024**

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered.

#### 9.0 PRE SUBMITTAL ACTIVITIES

Questions concerning this Request for Proposals should be directed in writing by email to the address below. **The last day for questions is September 16, 2021 5:00 PM.**

Jason P. Hubbard, PE  
Engineering Manager  
1966 Olivenhain Road  
Encinitas, CA 92024  
[prebid@olivenhain.com](mailto:prebid@olivenhain.com)

**OMWD will hold a pre-proposal meeting on September 9, 2021 at 9:00 AM at the OMWD Main Office located at 1966 Olivenhain Rd. Encinitas. Following a site walk of OMWD, interested parties will reconvene at each site.** Directions will be given at the pre proposal meeting. **This is a mandatory meeting.** No other meetings to view the site will be held during the proposal period. Attendees shall wear face coverings and maintain at least a 6-foot physical distance from others.

OMWD reserves the right to revise the RFP before the date Proposals are due. Revisions to the RFP will be emailed to all potential proposers. OMWD reserves the right to extend the date by which the Proposals are due.

#### 10.0 CONTRACTOR NOMINATION AND SELECTION PROCESS

A Contractor Selection Panel (Panel) will be established for this proposal and will include representatives from OMWD. The Panel will evaluate the Proposals based on the information submitted. Based on this evaluation, the panel will rank the firms.

The General Manager will make the final recommendation to the OMWD's Board of Directors, concerning the proposed agreement. Final authority to approve the agreement rests with the OMWD's Board of Directors. An agreement is expected to be presented to the Board of Directors for consideration at their October 2021 meeting.

## 11.0 EVALUATION CRITERIA

The Proposals will be evaluated based on the minimum following criteria. Other factors may be taken into account by OMWD during Proposal review.

### 11.1 Approach to Work (75%)

- Understanding of the janitorial service
- Responsiveness to issues identified in RFP
- Level of detail discussed
- Tasks clearly defined
- Activities well coordinated
- Flexibility to changes in scope and schedule
- Provisions for technical and quality control
- Completeness of the fee estimate considering the proposed scope of work

### 11.2 Experience (25%)

- Experience and Performance on similar sites
- Proven specialization of the company on similar sites
- Qualifications of personnel

## 12.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

OMWD anticipates the process for nominating and selecting a contractor, and awarding the contract, will be according to the following tentative schedule:

- |   |                                  |
|---|----------------------------------|
| • Issue RFP                             | August 30, 2021                  |
| • <b>Mandatory Pre-proposal Meeting</b> | <b>September 9, 2021 9:00 AM</b> |
| • Last Day for Questions                | September 16, 2021 5:00 PM       |
| • Proposals Due                         | September 17, 2021 2:00 PM       |
| • Notification of Selection             | September 24, 2021               |
| • Board Approval                        | October 13, 2021                 |
| • Commence Janitorial Services          | January 1, 2022                  |
| • Janitorial Services Contract Ends     | January 1, 2025                  |

### 13.0 SPECIAL CONDITIONS

This RFP does not commit OMWD to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of OMWD and are public records, and as such may be subject to public review.

OMWD reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to selection schedule, submittal date, and submittal requirements. OMWD reserves the right to reject all proposals and terminate the work. If OMWD cancels or revises the RFP, rejects all Proposals or terminates the work, all proposers will be notified in writing by OMWD.

OMWD reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

The selected contractor will be required to sign an Agreement for Professional Services and to provide the Insurance Certificates and all other required documentation within ten (10) calendar days of OMWD Board of Directors approval.

**Proposals are due September 17, 2021 at 2:00 p.m.**

***Attachment(s):***

*Draft Professional Services Agreement for Janitorial Services;*

*Bid Schedule, Site Location Photos/Plans, and Maintenance Report*

***Draft Professional Services Agreement  
for Janitorial Services  
for Olivenhain Municipal Water District***

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR JANITORIAL SERVICES**  
**FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

21AGRXXX

This Agreement is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter the District) and CONTRACTOR NAME., a California corporation organized and operating in the State of California (hereinafter “JANITORIAL CONTRACTOR”).

**R-E-C-I-T-A-L-S**

1. The District is a public agency organized and operating pursuant to Water Code Sections 71000 *et seq.*, which provides water, recycled water, and sewer service within certain areas of Northern San Diego County.
2. The District requires the services of a janitorial company to provide janitorial services to properties owned by the District and within the District boundaries.
3. JANITORIAL CONTRACTOR is a janitorial company licensed to do business in the State of California with expertise in providing janitorial services.
4. The District desires to retain JANITORIAL CONTRACTOR to provide janitorial services to properties owned by the District and within the District boundaries.

**C-O-V-E-N-A-N-T-S**

1. Services to Be Performed. JANITORIAL CONTRACTOR agrees to perform janitorial services to District sites. The services to be provided by JANITORIAL CONTRACTOR are more particularly described in the Scope and Cost Proposal attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by JANITORIAL CONTRACTOR shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

2. Correction of Defective Work. JANITORIAL CONTRACTOR agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective by the District shall be corrected in the time specified by the District by written notice to JANITORIAL CONTRACTOR.

3. Price for Work. JANITORIAL CONTRACTOR agrees to perform all work described in Exhibit "A" for a total price not to exceed \$XX,XXX. No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. Payment for Work. JANITORIAL CONTRACTOR shall bill the District monthly for all labor and materials provided during the previous month. All billings shall include a complete description of all work completed during the previous month, including hours and costs of each person performing the work and shall also include a detailed description of progress to date on each task of work described in Exhibit "A." All bills shall be subject to review and approval by the District. Invoices approved by the District will be paid on a monthly basis thirty (30) days after the invoice has been approved by the District. The District shall have no obligation to pay for any work not expressly approved by the District. The District's approval shall not be unreasonably withheld. JANITORIAL CONTRACTOR shall provide the District with any additional information requested by the District from time to time to support any item contained on an invoice no later than seven (7) days after a written request for this information from the District.

5. Extra Work. The District may request additional work or services from JANITORIAL CONTRACTOR from time to time, as the District shall determine, in its sole discretion. JANITORIAL CONTRACTOR shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by JANITORIAL CONTRACTOR without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional work by JANITORIAL CONTRACTOR. It is understood by the parties that JANITORIAL CONTRACTOR shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written change order

has been executed by the parties. Attached as Exhibit “B” is the Request for Additional Work Form required by the District for all requests for additional work or task transfers.

6. Standard of Care. In performing all work and services required by this Agreement, JANITORIAL CONTRACTOR agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a janitor with expertise in janitorial and the other services described in the Scope and Cost Proposal attached as Exhibit “A.” As a material term of this Agreement, JANITORIAL CONTRACTOR warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. JANITORIAL CONTRACTOR agrees to perform all work required by this Agreement at all times in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

7. Work Performance Standards. JANITORIAL CONTRACTOR agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. JANITORIAL CONTRACTOR agrees to perform the work at all times in a manner which avoids the creation of any trespass or private or public nuisance during conduct of the work.

8. Liability for Work of Agents, Independent Contractors, and Subcontractors. JANITORIAL CONTRACTOR shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by JANITORIAL CONTRACTOR to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by JANITORIAL CONTRACTOR or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, JANITORIAL CONTRACTOR agrees to complete all work and services required by this agreement by no later than January 1, 2025. The breach of this paragraph shall constitute a material breach of this Agreement.

10. District Termination Right. The District shall have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advance written notice to JANITORIAL CONTRACTOR. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period. Promptly upon receipt of any termination notice from the District, JANITORIAL CONTRACTOR shall cease all further work and services, except as otherwise expressly directed by the District in the written termination notice. In the event the District exercises its termination right, JANITORIAL CONTRACTOR shall be paid only for work and services performed and approved by the District to the date this Agreement terminates. The District shall have the express right to withhold any payment otherwise due JANITORIAL CONTRACTOR to correct any labor or materials determined to be defective by the District at the time of termination. All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by JANITORIAL CONTRACTOR as a result of this Agreement shall become and remain the sole property of the District. All such writings shall be provided to the District not later than seven (7) consecutive days after termination of this Agreement for any reason. All labor, supplies, work and materials provided by JANITORIAL CONTRACTOR in conjunction with this Agreement shall become and remain the sole property of the District.

11. Hazardous and Toxic Waste. For purposes of this section, the term “hazardous or toxic waste” means any solid, liquid, or gaseous product classified as a hazardous or toxic waste under any federal, state, or local laws, rules, regulations, or ordinances, and all gas and oil products and by-products of every kind or nature. JANITORIAL CONTRACTOR shall be solely liable and responsible for the proper clean-up and removal of all hazardous or toxic waste used, handled, stored, or spilled by JANITORIAL CONTRACTOR or any director, officer, agent, employee, subcontractor, independent contractor or representative of JANITORIAL CONTRACTOR . JANITORIAL CONTRACTOR shall pay all fees, costs, expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which JANITORIAL CONTRACTOR is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at JANITORIAL CONTRACTOR’s sole cost and expense. JANITORIAL CONTRACTOR shall not be liable for any hazardous or toxic waste used, handled, stored or spilled by the District or its directors, officers, employees or contractors.

In the event any third party, including any regulatory agency, brings any claim or cause of action against the District to clean-up or remediate any hazardous or toxic waste for which JANITORIAL CONTRACTOR is liable under this section, JANITORIAL CONTRACTOR shall also indemnify and hold harmless the District and its directors, officers, agents, and employees from all claims, actions, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorneys fees, upon written demand for indemnity from the District.

12. Independent Contractor. As a material term of this Agreement, it is expressly agreed between the parties that JANITORIAL CONTRACTOR is performing all work and services for the District pursuant to this Agreement as an independent contractor and not as an agent or employee of the District. The parties further agree and acknowledge that the District expects JANITORIAL CONTRACTOR to make its own independent determination of the means and methods to perform all work required by this Agreement, and will not be directed as to any of these means or methods by the District.

13. Conflicts of Interest Prohibited. As a material term of this Agreement, JANITORIAL CONTRACTOR shall not in any way attempt to use its position to influence any decision of the District in which it knows, or has reason to know, its has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, JANITORIAL CONTRACTOR warrants and represents that it does not, to the best of its knowledge, have any economic interests which would conflict with any of its duties under this Agreement. JANITORIAL CONTRACTOR agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

14. Breach. The breach of any term or provision of this Agreement by JANITORIAL CONTRACTOR shall constitute a material breach of this Agreement.

15. District Remedies for Breach. In the event JANITORIAL CONTRACTOR breaches any term, covenant, or condition of this Agreement or fails to perform any work or services required by this Agreement, the District shall be entitled to elect all or any of the following remedies at the District's sole option:

15.1 Unilateral Termination. Unilaterally terminate this Agreement by written notice to JANITORIAL CONTRACTOR. Upon election of this remedy by the District, Paragraph 10 governing District Termination Right shall apply; or

15.2 Specific Enforcement. Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, JANITORIAL CONTRACTOR agrees that specific performance is appropriate and reasonable given the unique and special services being performed by JANITORIAL CONTRACTOR and expressly waives the right to contest the right of the District to seek specific performance in any subsequent action or proceeding between the parties; or

15.3 File suit against JANITORIAL CONTRACTOR for damages arising from breach of this Agreement. In the event the District elects this remedy, it shall be entitled to recover all damages authorized by law; and/or

15.4 The District shall be entitled to withhold such amounts as the District determines are appropriate, in its sole discretion, to complete the work or services required by this Agreement, or to correct any labor or materials resulting from JANITORIAL CONTRACTOR's negligence.

In the event the District is required to pay any sum or amount to complete any labor or materials services required by this Agreement, or to correct any labor or materials resulting from JANITORIAL CONTRACTOR's negligence, amounts paid by the District shall earn interest at the rate of one percent (1%) per month from the date of payment until the District is repaid in full.

16. Insurance. At all times during the term of this Agreement, JANITORIAL CONTRACTOR must maintain a commercial liability insurance policy, workers' compensation insurance, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

16.1 Liability Insurance. Following execution of this Agreement, and prior to commencement of any work, JANITORIAL CONTRACTOR shall provide the District with proof of liability insurance coverage with an insurance company licensed to do business in the State of California and acceptable to the District, providing \$1,000,000 of coverage per occurrence and

\$2,000,000 minimum aggregate. The liability insurance coverage shall include each of the following types of insurance:

**A. General Liability:**

- |   |   |
|---|---|
| 1. Comprehensive Form                   | 6. Contractual Insurance                                      |
| 2. Premises-Operations                  | 7. Broad form Property Damage, Including Completed Operations |
| 3. Explosion and Collapse Hazard        | 8. Independent Contractors                                    |
| 4. Underground Hazard                   | 9. Personal Liability   |
| 5. Projects/Completed Operations Hazard |   |

**B. Auto Liability**

1. Comprehensive Form
2. Owned
3. Hired

The policy shall include contractual coverage sufficiently broad to insure the matters set forth in the section entitled “Indemnity” in this Agreement. The deductible amount shall not exceed \$5,000.00. Also included in such insurance shall be a “cross-liability” or “severability of interest” clause.

16.2 Workers’ Compensation Insurance. Following execution of this Agreement and prior to commencement of any work, JANITORIAL CONTRACTOR shall submit proof of insurance showing they have obtained, for the period of the agreement, full workers’ compensation insurance coverage for no less than the statutory limits covering all persons whom JANITORIAL CONTRACTOR employs or may employ in carrying out the work under this agreement.

16.3 Professional Liability Insurance. NOT USED

16.4 ACORD Certificate of Liability Insurance and Additional Insured Endorsements. All insurance required by Paragraph 16.1 and 16.2 of this agreement shall be submitted on an ACORD Certificate of Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in the State of California and have an ‘A’ financial strength rating and a financial size rating of at least Class VI in accordance with the most current A.M. Best’s Rating Guide. Additional Insured Endorsements must be provided for the Liability Insurance called out in Paragraph 16.1 with the **Olivenhain Municipal Water District (District), the District’s Engineer/Architect, the District’s Representatives, Consultants, and**

**each of the District's Directors, Officers, Agents, and Employees** named as additional insureds. The insurance must include a Waiver of Subrogation and must be Primary and non-Contributory. The additional insured endorsements must be provided on Form CG 20 10 10 01. The insurance certificate and endorsements shall be cancelable with notice delivered to the District in accordance with the policy provisions.

17. Job Site Safety. JANITORIAL CONTRACTOR shall be solely liable and responsible for complying with all federal, state and local laws, rules and regulations pertaining to job safety for all agents, employees, subcontractors, suppliers, and independent contractors retained by JANITORIAL CONTRACTOR to perform any work or services or to provide any materials required by this Agreement. However, JANITORIAL CONTRACTOR shall not be liable or responsible for overall job site safety or the job site safety for any workers or agents employed by any construction contractor performing any work for the District on any construction project.

18. Indemnity. As a material term of this Agreement, JANITORIAL CONTRACTOR agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all demands, liability, claims, suits, actions, damages, costs, fees, expenses, fines, and penalties, of whatever type or nature, including, but not limited to, reasonable attorney fees, to the extent arising out of, pertaining to, or relating to the willful misconduct, recklessness, or negligence of JANITORIAL CONTRACTOR, including its directors, officers, employees, agents, subcontractors, sub-contractors, suppliers, independent contractors, or other persons and entities employed or utilized by JANITORIAL CONTRACTOR in the performance of this Agreement. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and JANITORIAL CONTRACTOR agrees to pay all reasonable attorneys fees, expert fees and costs, and litigation costs associated with this defense within thirty (30) days of any billing; provided however, that the JANITORIAL CONTRACTOR's obligation shall be limited as provided by Civil Code Section 2782.8 to the extent that the JANITORIAL

CONTRACTOR establishes its proportionate percentage of fault by stipulation of all the parties to the proceeding or a final adjudicatory determination.

19. Miscellaneous Provisions.

19.1 California Law Governs. This Agreement shall be governed by California law.

19.2 Jurisdiction and Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

19.3 Modification. This Agreement may not be altered in whole or in part except by a written modification approved by the Board of Directors of the District and executed by all the parties to this Agreement.

19.4 Attorneys' Fees. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

19.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. JANITORIAL CONTRACTOR warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. JANITORIAL CONTRACTOR further warrants and represents that JANITORIAL CONTRACTOR has not relied upon any oral statements or promises made by any District representative or agent in executing this Agreement. The parties mutually declare that this Agreement and its exhibits constitute a final, complete and integrated agreement between the parties.

19.6 Prohibition on Assignment. JANITORIAL CONTRACTOR shall not be entitled to assign or transfer all or any portion of its rights or obligations in this Agreement without obtaining the express prior written consent of the District. The District shall have no obligation to give its consent to any assignment and may deny any requested assignment, in its sole discretion.

19.7 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and on their respective purchasers, successors, heirs and assigns.

19.8 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

19.9 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

19.10 Opportunity to be Represented by Independent Counsel. Each of the parties to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

19.11 No Waiver. The failure of either party to enforce any term, covenant or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

19.12 No Joint Venture and No Third Party Beneficiaries. Nothing in this Agreement is intended to create a joint venture, partnership or common enterprise relationship of

any kind between the District and JANITORIAL CONTRACTOR. No third parties shall be construed as beneficiaries of any term, covenant or provision of this Agreement.

19.13 Time of Essence. The parties agree that time is of the essence as to all matters specified in this Agreement. The parties mutually declare that this is a material term of this Agreement.

19.14 Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: "JANITORIAL CONTRACTOR "

FULL NAME

Attn:

ADDRESS

CITY, STATE, ZIP

Fax No. :(XXX) XXX-XXXX

To: "District"

Olivenhain Municipal Water District

Attn: General Manager

1966 Olivenhain Road

Encinitas, California 92024

19.15 Effective Date. The effective date of this Agreement executed in counterparts in Olivenhain, California, within the North County Judicial District, County of San Diego, State of California, is \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021

Olivenhain Municipal Water District,  
a public agency

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

Dated: \_\_\_\_\_, 2021

JANITORIAL CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

### Routine Cleaning

Site: District Offices Located at 1966 Olivenhain Road, Encinitas, CA 92024 (First Floor Only)	TIMES PER:			Check Off
	Week	Month	Year	

Individual Offices/Cubicles/Meeting Rooms/and Boardroom:				
Empty all interior trash cans and replace liners	5			
Vacuum and wet mop all non-carpeted floors	5			
Vacuum all carpeted areas	5			
Wipe all tables, counters, cabinets, and partitions	5			
Empty all recycled containers into recycled dumpster	5			
Dust all office furniture, chairs, and flat surfaces	2			
Dust pictures, frames, and wipe mirrors	2			
Wipe desks, computers, and phones	2			
Spot clean all interior glass surfaces and doors	5			
Vacuum upholstered furniture		2		
Wipe and clean overhead light fixtures		1		
Clean all interior window sills and blinds		1		
Spot clean walls, and light switches	2			
Dust and clean vents	1			
Spot clean carpets	1			
Shampoo all carpeted hallways bi-annually			2	
Shampoo all carpeted offices and meeting rooms annually			1	
Clean all baseboards		1		
Clean all interior glass panels (office doors and windows)			4	
Clean all exterior windows			4	
Corridors/Hallways/Lobby/Office Equipment/Storage Rooms:				
Vacuum all carpeted areas	5			
Vacuum and wet mop all non-carpeted floors	5			
Spot clean all interior & exterior glass doors and windows	5			
Clean all sinks and fixtures	5			
Clean all water fountains	5			
Empty all interior trash cans and replace liners	5			
Empty all recycled containers into recycled dumpster	5			
Dust all office furniture, chairs, and flat surfaces	2			
Spot clean walls, and light switches	1			
Clean all baseboards	1			
Dust and clean vents		2		
Wipe and clean overhead light fixtures		1		
Clean all interior glass panels (doors and windows)			4	
Clean all exterior windows			4	
Shampoo all carpeted hallways only			2	
Shampoo all carpeted offices and meeting rooms			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

### Routine Cleaning

Site: District Offices Located at 1966 Olivenhain Road, Encinitas, CA 92024 (First Floor Only)	TIMES PER:			Check Off
	Week	Month	Year	

Kitchen/Lunch Room/Coffee Station:				
Empty all interior trash cans and replace liners	5			
Vacuum and wet mop all non-carpeted floors	5			
Vacuum all carpeted areas	5			
Clean all tables, chairs, and counter tops	5			
Clean sinks and fixtures	5			
Spot clean all interior doors and windows	5			
Empty and clean coffee machine/pots	5			
Clean all appliances	2			
Spot clean walls, and light switches	1			
Dust and clean vents		2		
Wipe and clean overhead light fixtures		1		
Spot clean all glass interior/exterior doors and windows	5			
Clean all interior glass panels (doors and windows)			4	
Clean all exterior windows			4	
Restrooms:				
Vacuum and wet mop floors	5			
Clean toilets, sinks, counters, and mirrors	5			
Clean locker doors	1			
Clean top of lockers			4	
Clean bathroom walls five feet from floor	5			
Replace odor disks in urinals	5			
Restock paper towels, toilet paper, and hand soap	5			
Clean privacy barriers between urinals	5			
Empty trash cans and replace liners	5			
Spot clean doors and light switches	1			
Wellness Center (Gym):				
Wipe down all equipment	5			
Clean the floor mats	5			
Wet mop entire floor	5			
Annual deep clean: sanitation chemical scrub and mop entire rubber floor (excluding gym equipment)			1	
Vacuum entire floor	1			
Clean interior mirrors	1			
Empty trash cans and replace liners	5			
Empty four (4) outside trash cans and replace liners	2			

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: Building J Receiving & Mechanic Offices	Week	Month	Year	Check Off
Individual Offices:				
Empty all interior trash cans and replace liners	5			
Vacuum and wet mop all non-carpeted floors	5			
Dust all office furniture, chairs, and flat surfaces	2			
Wipe desks, computers, and phones	2			
Spot clean all interior glass surfaces and doors	5			
Vacuum upholstered furniture		2		
Wipe and clean overhead light fixtures		1		
Clean window sills and blinds		1		
Spot clean walls, and light switches	2			
Dust and clean vents	1			
Clean all interior glass panels (office doors and windows)			4	
Clean all exterior windows			4	
Strip and wax all hard surface floors			1	
Restrooms:				
Vacuum and wet mop floors	5			
Clean toilets, sinks, counters, and mirrors	5			
Clean bathroom walls five feet from floor	5			
Replace odor disks in urinals	5			
Restock paper towels, toilet paper, and hand soap	5			
Clean privacy barriers between urinals	5			
Empty trash cans and replace liners	5			
Spot clean doors and light switches	5			

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning		TIMES PER:		
Site: 4S Ranch Water Reclamation Facility	Week	Month	Year	Check Off
<b>Individual Offices/Cubicles/Meeting Rooms:</b>				
Empty all interior trash cans and replace liners	2			
Vacuum and wet mop all non-carpeted floors	2			
Vacuum all carpeted areas	2			
Wipe all tables, counters, cabinets, and partitions	2			
Empty recycled paper into recycled paper dumpster	2			
Dust all office furniture, chairs, and flat surfaces	2			
Dust pictures, frames, and wipe mirrors	2			
Wipe desks, computers, and phones	2			
Clean all interior glass surfaces and doors	2			
Vacuum upholstered furniture		2		
Wipe and clean overhead light fixtures		1		
Clean all interior windows, window sills, and blinds	2			
Spot clean walls, and light switches	2			
Dust and clean vents	2			
Spot clean carpets	2			
Clean all baseboards	2			
Clean all exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			1	
<b>Corridors/Hallways/Lobby/Office Equipment/Storage Rooms:</b>				
Vacuum all carpeted areas	2			
Vacuum and wet mop all non-carpeted floors	2			
Spot clean all glass interior/exterior doors and windows	2			
Clean all sinks and fixtures	2			
Clean all water fountains	2			
Empty all interior trash cans and replace liners	2			
Empty all recycled containers into recycled dumpster	2			
Dust all office furniture, chairs, and flat surfaces	2			
Spot clean walls, and light switches	2			
Clean all baseboards	2			
Dust and clean vents	2			
Wipe and clean overhead light fixtures		2		
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: 4S Ranch Water Reclamation Facility	Week	Month	Year	Check Off
<b>Kitchen/Lunch Room/Coffee Station:</b>				
Empty all interior trash cans and replace liners	2			
Vaccum and wet mop all non-carpeted floors	2			
Vaccum all carpeted areas	2			
Clean all tables, chairs, and counter tops	2			
Clean sinks and fixtures	2			
Spot clean all glass interior/exterior doors and windows	2			
Clean all appliances	2			
Spot clean walls, and light switches	2			
Dust and clean vents	2			
Wipe and clean overhead light fixtures		2		
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			1	
<b>Restrooms:</b>				
Vacuum and wet mop floors	2			
Clean toilets, sinks, counters, and mirrors	2			
Clean bathroom walls five feet from floor	2			
Replace odor disks in urinals	2			
Restock paper towels, toilet paper, and hand soap	2			
Clean privacy barriers between urinals	2			
Empty trash cans and replace liners	2			
Spot clean doors and light switches		2		
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
<b>Lab:</b>				
Wet mop floors and mats (move mats during cleaning)	2			
Clean desk, file cabinet, and book shelf	2			
<b>Do Not</b> clean Lab counters	0			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: David C. McCollom Water Treatment Plant	Week	Month	Year	Check Off

First Floor:				
Sweep & wet mop all hard surface floors	1			
Spot clean all interior/exterior glass doors & windows	1			
Clean interior blinds		1		
Spot clean all interior glass, <b>except inside lab</b>	1			
Spot clean all interior & exterior metal doors	1			
Empty all interior trash cans and replace liners	1			
Clean interior/exterior of the elevator	1			
Vacuum stairs/carpet	1			
Clean all interior & exterior glass doors & windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			2	
First Floor Restroom:				
Wet mop floors	1			
Clean toilet, sink, counter, and mirror	1			
Clean bathroom walls five feet from the floor	1			
Replace odor disks in urinals	1			
Restock paper towels, toilet paper, and hand soap	1			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Lab:				
Wet mop floors and mats (move mats during cleaning)	1			
Clean desk, file cabinet, and book shelf	1			
<b>Do Not</b> clean Lab Counters	0			
Clean all exterior windows			4	
Strip and wax all hard surface floors			1	
Locker Room:				
Wet mop floors	1			
Clean shower	1			
Clean exterior of lockers	1			
Clean sitting bench	1			
Clean the tile portion of walls	1			
Clean all exterior windows			4	
Strip and wax all hard surface floors			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: David C. McCollom Water Treatment Plant	Week	Month	Year	Check Off
<b>Janitorial Closet:</b>				
Wet mop floors	1			
Clean walls five feet from floor	1			
Clean sink	1			
Ensure all items are stocked	1			
<b>Second Floor:</b>				
Vacuum all carpet flooring	1			
Dust/clean flat surfaces, i.e. desks, shelves	1			
<b>Do Not</b> move items on desk	1			
Clean copy machine	1			
Clean window sills and blinds		1		
Empty all interior trash cans and replace liners	1			
Clean all chairs	1			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			2	
<b>Second Floor Restrooms:</b>				
Wet mop floors	1			
Clean toilets, sinks, counters, and mirrors	1			
Clean bathroom walls five feet from floor	1			
Replace odor disks in urinals	1			
Restock paper towels, toilet paper, and hand soap	1			
Clean privacy barriers between urinals	1			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: David C. McCollom Water Treatment Plant	Week	Month	Year	Check Off
Break Room:				
Wet mop floor	1			
Clean counters, and sink	1			
Clean exterior of refrigerator	1			
Clean exterior of cupboards	1			
Clean walls five feet from floor	1			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			2	
Conference Room:				
Clean table, desk, and chairs	1			
Clean exterior of closet door	1			
Clean T.V. and DVD player	1			
Clean walls five feet from floor	1			
Clean all interior & exterior windows			4	
Strip and wax all hard surface floors			1	
Shampoo all carpeted floors			2	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning	TIMES PER:			
Site: Elfin Forest Reserve Park Ranger's Office Trailer	Week	Month	Year	Check Off
Sweep/vacuum all floors, followed by wet mop	1			
Clean all flat surfaces, i.e. desks, and book shelves	1			
Empty all interior trash cans and replace liners	1			
Dust off floor mats	1			
Clean copy machine	1			
Clean window sills and blinds		1		
Clean toilet, sink, and mirror	1			
Clean bathroom walls five feet from floor	1			
Empty two (2) outside trash cans and replace liners	1			
Sweep two (2) outside staircases	1			
Clean all interior glass panels (doors and windows)			4	
Clean all exterior windows			4	
Strip and wax all hard surface floors			1	

# Olivenhain Municipal Water District

## Janitorial Services Agreement Scope of Work/Site Task List

Routine Cleaning		TIMES PER:			Check Off
Site: Elfin Forest Interpretive Center		Week	Month	Year	
Sweep/vacuum all floors, followed by wet mop	1				
Clean all flat surfaces, i.e. desks and shelves	1				
Empty all interior trash cans and replace liners	1				
Power scrub front porch/steps and seal	1				
Clean any office equipment, and chairs	1				
Clean front entrance glass doors, both sides	1				
Clean additional (4) windows, both sides				4	
Dust any/all wall pieces and displays	1				
Sweep top landing	1				
Clean floor to six feet of pillars	1				
Clean interior back door	1				
Clean T.V. and other electronics	1				
Power scrub interior floor/tile	1				

## EXHIBIT "B"

**Olivenhain Municipal Water District**  
**Request for Additional Work**  
(Includes Authorization to Perform Additional Services and Inter-Task Transfers)

Consultant name \_\_\_\_\_ Request # \_\_\_\_\_

Project name \_\_\_\_\_ Date Required \_\_\_\_\_

Project Task	Current Budget	Change	Revised Budget
			\$0.00
			\$0.00
			\$0.00
<b>Total Contract Change Amount</b>		\$0.00	\$0.00

Original Project Budget	_____
Prior requests approved	_____
This request	\$0.00
Revised Project Budget	_____

Reason for requested change(s), please attach supporting documentation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of consultant representative \_\_\_\_\_ Date \_\_\_\_\_

e-mail \_\_\_\_\_

**Email the completed form to [tgarnica@olivenhain.com](mailto:tgarnica@olivenhain.com) or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024**

**OMWD use only below this line**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

N/A \_\_\_\_\_ 21AGRXXX  
Workorder number(s) to charge \_\_\_\_\_ OMWD Record No.

**Original to General Manager**

☐

Copies to

Originating Dept. ☐

Consultant ☐

Project Acct ☐

**OLIVENHAIN MUNICIPAL WATER DISTRICT ("OWNER")  
JANITORIAL SERVICES AGREEMENT**

**EXHIBIT "C"  
SPECIAL PROVISIONS**

In addition to the general provisions of the Janitorial Services Agreement, Janitorial Contractor shall perform the services in accordance with each of the following Special Provisions:

**1. JANITORIAL CONTRACTOR'S OFFICE AND COMMUNICATIONS**

- 1.1** The Janitorial Contractor shall maintain an office in at least one fixed place located in San Diego County and shall maintain a listed telephone number at this address. Janitorial Contractor shall have at least one (1) responsible person available from 8:00 a.m. to 5:00 p.m. each day, Monday through Friday, to answer these phones and to take the necessary action regarding all inquiries and complaints that may be received from the Owner's Representative, and the Owner's personnel. Janitorial Contractor shall provide an emergency cell phone number, for after hours contact.
- 1.2** During the normal days and hours of operation, whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the Owner may, after one (1) attempt to notify Janitorial Contractor cause such action to be taken by Owner's contracted work force and shall charge the cost against the Janitorial Contractor, or may deduct such cost from any amount due to Janitorial Contractor if the damage is caused in whole or in part by the Janitorial Contractor.
- 1.3** All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Owner's Representative. If any complaint is not abated within 24 hours, the Owner's Representative shall be notified immediately of the reason for not abating the complaint followed by a written report to the Owner's Representative within five (5) calendar days. If the complaints are not abated with the time specified or to the satisfaction of the Owner's Representative, the Owner's Representative may correct the specific complaint and the total cost incurred by the Owner will be deducted and forfeited from the payments owed to the Janitorial Contractor by Owner.

**2. SAFETY**

- 2.1** Janitorial Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept sole responsibility for complying with all federal state and local safety requirements at all times so as to protect all persons from foreseeable injury, or damage to their property. Janitorial Contractor shall make weekly inspections of all District Facilities and shall keep a log indicating the date inspected and action taken.
- 2.2** It shall be the Janitorial Contractor's sole responsibility to inspect, and identify, and conditions that renders any portion of the premises unsafe, as well as any unsafe practices occurring

**OLIVENHAIN MUNICIPAL WATER DISTRICT ("OWNER")  
JANITORIAL SERVICES AGREEMENT**

thereon. The Owner's Representative shall be notified immediately of any unsafe condition that requires any correction.

**3. HOURS AND DAYS OF JANITORIAL SERVICES**

- 3.1** The daily hours of janitorial service for the District Offices (located at 1966 Olivenhain Road, Encinitas, CA 92024) and the 4S Ranch Water Reclamation Facility shall be from 6:00 p.m. to 10:00 p.m. The daily hours of janitorial service for the David C. McCollom Water Treatment Plant and the Elfin Forest Interpretive Center/Park Ranger Office Trailer shall be from 8:00 a.m. to 3:00 p.m.
- 3.2** Janitorial Contractor agrees to work overtime to correct any emergency conditions noted by the Janitorial Contractor or the Owner's Representative.
- 3.3** The maintenance services shall be provided Monday through Friday of each week.
- 3.4** Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Owner's Representative.
- 3.5** Maintenance services shall be conducted in a manner that they do not disrupt, delay, or disturb any District activities that may occur during the hours set forth in 3.1.

**4. MAINTENANCE SCHEDULES**

- 4.1** Janitorial Contractor shall, within ten (10) days after the effective date of this Agreement, submit a facility work schedule to the Owner's Representative for review and approval. This work schedule shall be set on an annual calendar identifying and delineating the time frames for all maintenance activities.
- 4.2** The Janitorial Contractor shall submit revised schedules when actual performance differs substantially from planned performance. These revisions shall be submitted to the Owner's Representative for his review.

**5. PROVIDER'S STAFF**

- 5.1** The Janitorial Contractor shall provide sufficient personnel to perform all work in strict accordance with the Agreement and these special provisions. Each crew assigned for work shall, at all times, include at least one (1) person who is proficient in the English language.
- 5.2** The Owner's Representative may at any time give Janitorial Contractor written notice to the effect that the conduct or action of a designated employee of Janitorial Contractor is, in the reasonable belief of the Owner's Representative, detrimental to the interest of the Owner, the Owner's staff or the public patronizing the premises. Janitorial Contractor shall replace any employee found unacceptable by the Owner's Representative.

**OLIVENHAIN MUNICIPAL WATER DISTRICT ("OWNER")  
JANITORIAL SERVICES AGREEMENT**

**6. SIGNS / IMPROVEMENTS**

- 6.1** Janitorial Contractor shall not post any signs or advertising unless prior approval is obtained from the Owner's Representative.

**7. NON-INTERFERENCE**

- 7.1** Janitorial Contractor shall not interfere with the public or Owner's use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area where the services are performed. The District conducts night board meetings periodically. Janitorial contractor shall make himself aware of this schedule and take action to reschedule his work.

**8. STORAGE FACILITIES**

- 8.1** The Owner, at its discretion, may provide storage facilities for Janitorial Contractor's use within the premises. In such case, Janitorial Contractor is prohibited from use of any of these facilities for the conduct of any business that is outside the scope of this Agreement.
- 8.2** Janitorial Contractor, at its own risk, may store equipment and materials required for maintenance of the District Facilities. However, Janitorial Contractor must, at all times, employ the use of such safety standards and handling procedures as are applicable to such equipment and materials. Janitorial Contractor shall be solely responsible for the loss of any equipment or materials left or stored on any of Owner's property from any cause.
- 8.3** Janitorial Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly labeled and stored only on a temporary basis, thereafter to be disposed of by Janitorial Contractor at an approved disposal site.
- 8.4** The Owner shall have no responsibility for any loss to Janitorial Contractor's equipment, materials and/or personal property. Janitorial Contractor hereby agrees to hold the Owner harmless and waive any claims for damage for loss of use of any equipment, materials and/or personal property that may be left at any of Owner's storage facilities.

**9. USE OF CHEMICALS**

- 9.1** All work involving the use of chemicals shall be in compliance with all Federal, State and local laws.
- 9.2** Chemicals shall only be used by those experienced and trained in proper use and application. All applications shall be in strict accordance with all governing regulations.
- 9.3** Janitorial Contractor shall maintain a copy of all SDS reports for all chemicals used on all sites.
- 9.4** All chemicals shall comply with labeling protocols as per GHS Standard.

**OLIVENHAIN MUNICIPAL WATER DISTRICT ("OWNER")  
JANITORIAL SERVICES AGREEMENT**

**10. LOCKS AND KEYS, SECURITY CODES**

**10.1 Key Control**

- a. Janitorial Contractor shall be responsible for the series of keys and codes assigned to them and will in turn assign these keys to their personnel for use in maintaining this facility.
- b. The Janitorial Contractor will be held responsible for the proper use and safe keeping of all keys issued by the Owner's Representative.
- c. Janitorial Contractor shall report all lost or stolen keys to the Owner's Representative within twenty four (24) hours of discovery of the loss. Janitorial Contractor shall reimburse the Owner's Representative the cost as determined by the Owner's Representative of re keying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Agreement, all keys received by the Janitorial Contractor shall be returned to the Owner's Representative the same day.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner.

**11. CONTRACT ENFORCEMENT, MONITORING AND REVIEW**

- 11.1** The Owner's Representative shall be responsible for the enforcement of this Agreement on behalf of the Owner and shall be assisted therein by those officers and employees of Owner designated from time to time by the General Manager. Owner's Representative hereby reserves the right to: (a) assign such personnel as are needed to serve as contract monitor(s) in order to inspect and review Janitorial Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement, and (b) require Janitorial Contractor to provide such written documentation and/or regular reports as Owner's Representative deems appropriate to verify and review Janitorial Contractor's performance and payment under this Agreement.
- 11.2** The Janitorial Contractor or his authorized representative shall meet on the site monthly or whenever necessary at the discretion and convenience of the Owner's Representative for a walk through inspection. All ongoing Maintenance Functions shall be completed prior to this meeting.
- 11.3** The Owner's Representative shall prepare and implement an Inspection Rating Form to be used to verify monthly payments and/or deductions from payments. This form and system may be established and/or modified at the discretion of the Owner's Representative. The Janitorial Contractor, by entering into the contract, agrees to be so evaluated by the system and bound by the ratings and/or deductions from payments indicated in the Inspection Rating Form.

**OLIVENHAIN MUNICIPAL WATER DISTRICT ("OWNER")  
JANITORIAL SERVICES AGREEMENT**

- 11.4** The Owner reserves the right to perform inspections at any time for the purpose of identifying completed ongoing Maintenance Functions and maintenance deficiencies.
- 11.5** At the request of the Owner's Representative, the Janitorial Contractor, or its appropriate representative, shall attend meetings and/or training sessions, as determined by Owner's Representative, for the purpose(s) of: orientation, information sharing, service agreement revision, and for a description of Owner's policies and procedural standards.

**12. FREQUENCIES**

- 12.1** The following frequency schedules shall apply to tasks as indicated in the appropriate sections:
- a. Olivenhain Municipal Water District Offices (including Building J Receiving and Mechanic Office and Wellness Center); five days a week, Monday Friday each week.
  - b. 4S Ranch Water Reclamation Facility; two days per week, Tuesday and Friday each week.
  - c. David C. McCollom Water Treatment Plant (DCMWTP); one day per week, Monday Friday each week (weekday to be determined).
  - d. Elfin Forest Interpretive Center and Park Ranger Office Trailer: one day per week, Monday Friday each week (weekday to be determined).

**13. SCHEDULES**

- 13.1** The Janitorial Contractor shall submit monthly completed maintenance task lists for each site to the Owner's Representative on the form attached as Exhibit "M".
- 13.2** The Janitorial Contractor shall prepare and submit monthly maintenance reports to the Owner's Representative on the form attached as Exhibit "N".

**14. MAPS AND INVENTORY**

- 14.1** Maps and inventory of each site are included in Exhibit "M".

***Bid Schedule,  
Site Location Photos/Plans,  
and Maintenance Report***

**Olivenhain Municipal Water District  
Janitorial Services Agreement**

**BID SCHEDULE**

Item	Bid with Monthly Lump Sum Price Written in Words	Amount in Figures
M 1	All work required for Janitorial Services at the Olivenhain Municipal Water District Office (including the Operation and Administration Building, Building J and Mechanic Office, and the Wellness Center) for the monthly lump sum price of:  _____DOLLARS (Words)	\$ _____
M 2	All work required for Janitorial Services at the 4S Ranch Water Reclamation Facility for the monthly lump sum price of:  _____DOLLARS (Words)	\$ _____
M 3	All work required for Janitorial Services at the David C. McCollom Water Treatment Plant (DCMWTP) for the monthly lump sum price of:  _____DOLLARS (Words)	\$ _____
M 4	All work required for Janitorial Services at the Elfin Forest Reserve Ranger's Office Trailer and Interpretive Center for the monthly lump sum price of:  _____DOLLARS (Words)	\$ _____
<b>Total Monthly Lump Sum Price for M-1 through M-4:</b>		
	_____DOLLARS (Words)	\$ _____
<b>Total Yearly Lump Sum Price for M-1 through M-4:</b>		
	_____DOLLARS (Words)	\$ _____

Exhibit M-1  
**Olivenhain Municipal Water  
District Offices**

**Bid Schedule Item M-1 Includes:**

- Administration & Operations Building
- Wellness Center
- Building J Receiving & Mechanic Office

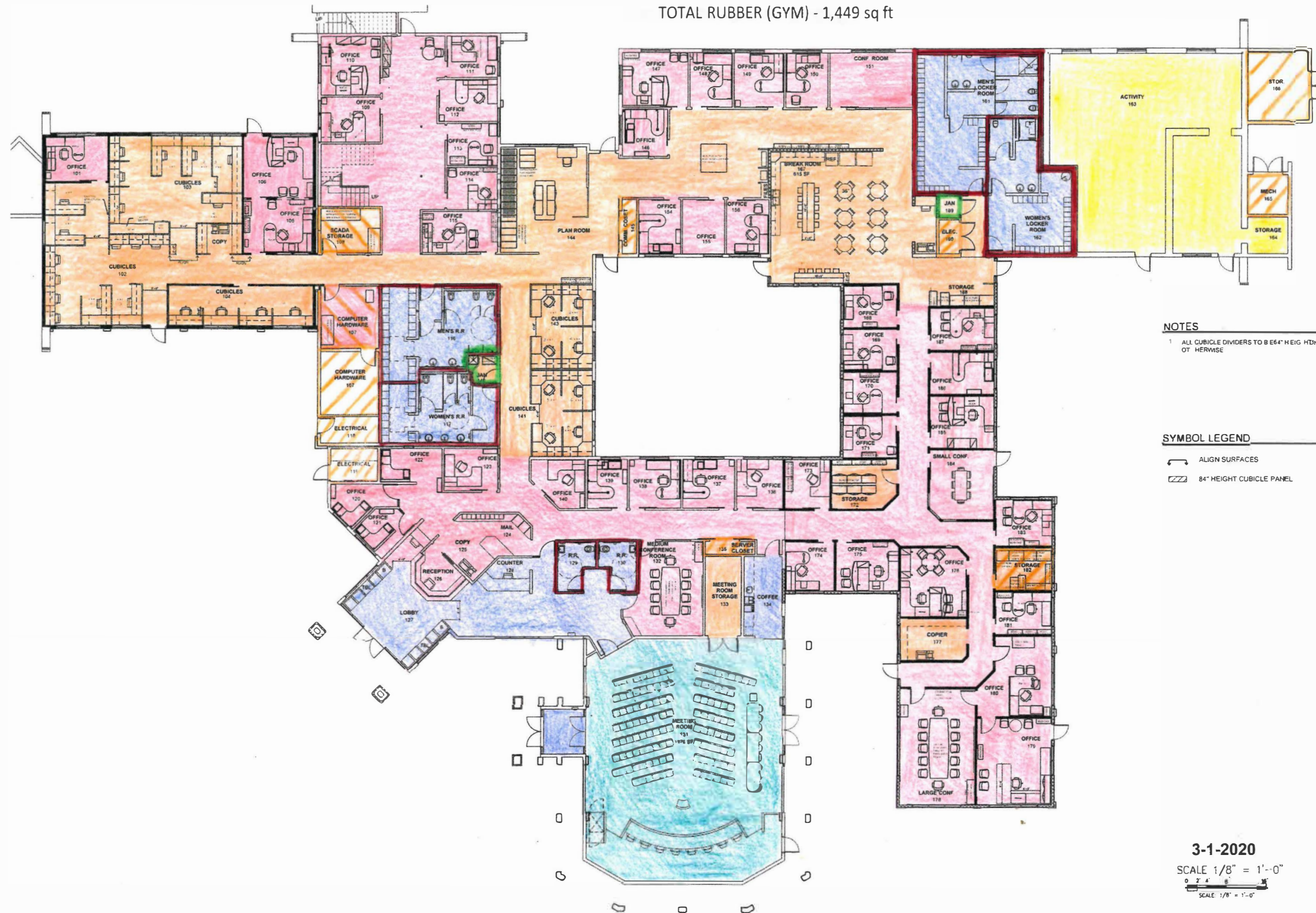


Exhibit M-1  
**Administration & Operations Building**  
 First Floor

TOTAL CARPET - 9,305 sq ft

TOTAL TILE - 7,263 sq ft

TOTAL RUBBER (GYM) - 1,449 sq ft



**NOTES**

1 ALL CUBICLE DIVIDERS TO BE 64" HIGH. HOLLOW NOTED OTHERWISE.

**SYMBOL LEGEND**

ALIGN SURFACES  
 84" HEIGHT CUBICLE PANEL

**LEGEND**

- = Vinyl Tile
- = Carpet (Tan, Pattern)
- = Carpet (Green, Auror)
- = Ceramic Tile
- = Slidlock Rubber Floor
- = Do Not Enter
- = Janitor's Closet
- = Restrooms

**BRANDT**  
 DESIGN GROUP  
 PLANNING INTERIORS

2484 SAN CLEMENTE AVENUE VISTA CA 92084  
 760/749-1500 BRANDTDESIGNGROUP.COM

NO.	DATE	REVISION
A	12.05.17	PLAN CHECK CORRECTIONS
B	12.05.17	CLIENT REVISIONS
C	03.14.18	CLIENT REVISIONS

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**OLIVENHAIN - NEW AND REMODELED OPERATIONS AND ADMINISTRATION FACILITIES**  
 BID SET  
 1966 OLIVENHAIN ROAD  
 ENCINITAS, CA 92024

**HB&A**  
 Architects

245 NORTH MAPPLE PLACE ENCINITAS, CA 92024 PHONE: 760.729.8824 FAX: 760.729.8824 EMAIL: INFO@HB&A.COM	PROJECT NO. 1966 DATE 08.24.18 DRAWN BY JLM CHECKED BY JLM PROJECT MANAGER JLM ARCHITECT JLM FURNITURE PLAN
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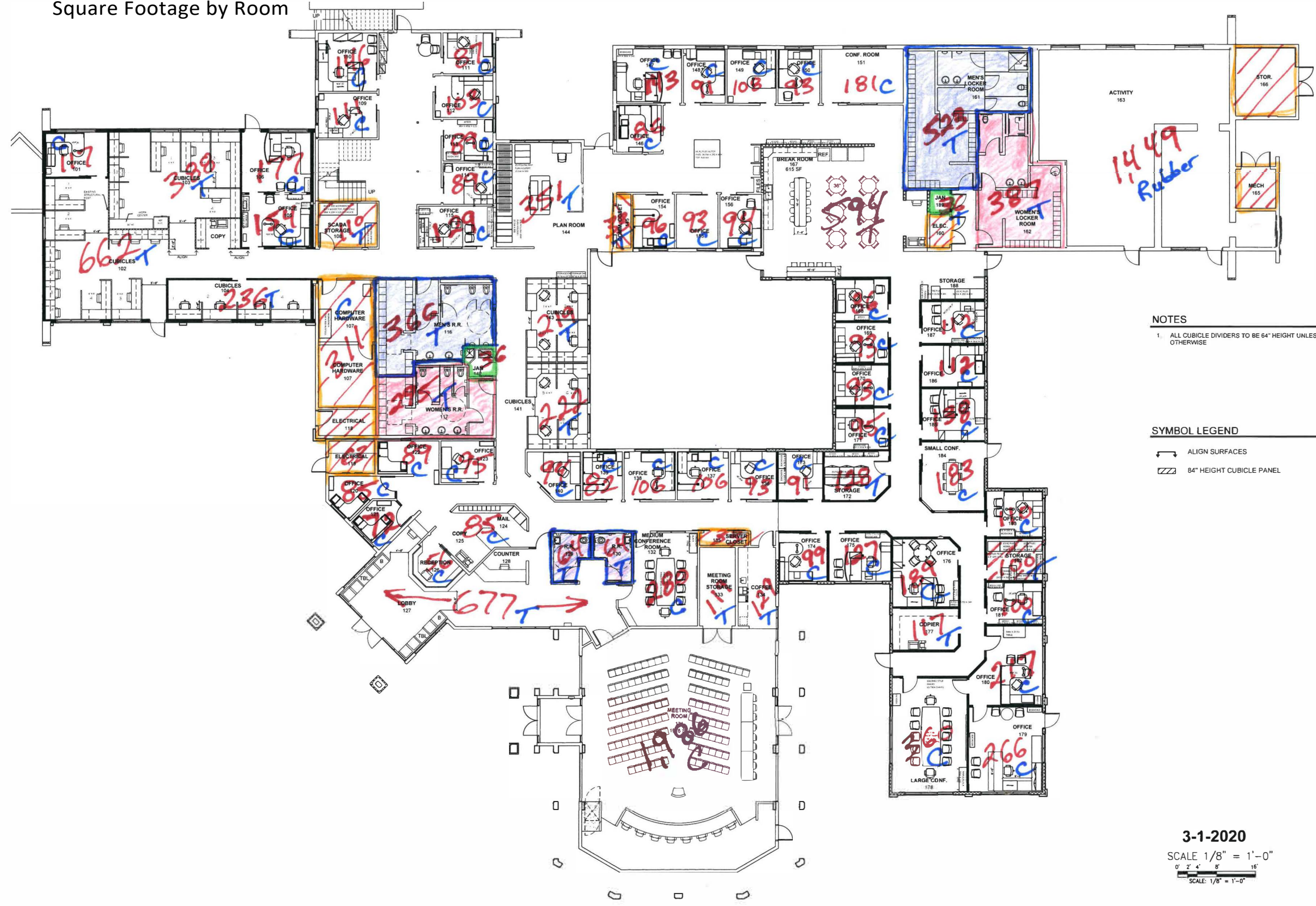
3-1-2020  
 SCALE 1/8" = 1'-0"  
 SCALE 1/8" = 1'-0"

Exhibit M-1  
Administration & Operations  
Building  
First Floor

Carpet 7,787 sq.ft.  
Tile 5,541 sq.ft.  
Rubber Floor 1,449

Rooms only, not including  
Halls + X/A = Rooms

Square Footage by Room



NOTES  
1. ALL CUBICLE DIVIDERS TO BE 64" HEIGHT UNLESS NOTED OTHERWISE

SYMBOL LEGEND  
ALIGN SURFACES  
64" HEIGHT CUBICLE PANEL

B R A N D T  
DESIGN GROUP  
PLANNING INTERIORS  
2494 SAN CLEMENTE AVENUE VISTA CA 92084  
760/749-1500 BRANDTDESIGNGROUP.COM

NO	DATE	REVISION
A	12.05.17	PLAN CHECK CORRECTIONS
B	12.06.17	CLIENT REVISIONS
C	03.14.18	CLIENT REVISIONS

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OLIVENHAIN - NEW AND  
REMODELED OPERATIONS AND  
ADMINISTRATION FACILITIES  
BID SET  
1966 OLIVENHAIN ROAD  
ENCINITAS, CA 92024

HB&A  
Architects  
745 NORTH MARKET PLACE  
ENCINITAS, CA 92024  
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WWW.HB&A.COM

SEAL OF THE ARCHITECTS OF CALIFORNIA

PROJECT NO.  
DATE  
SHEET NAME  
FURNITURE PLAN

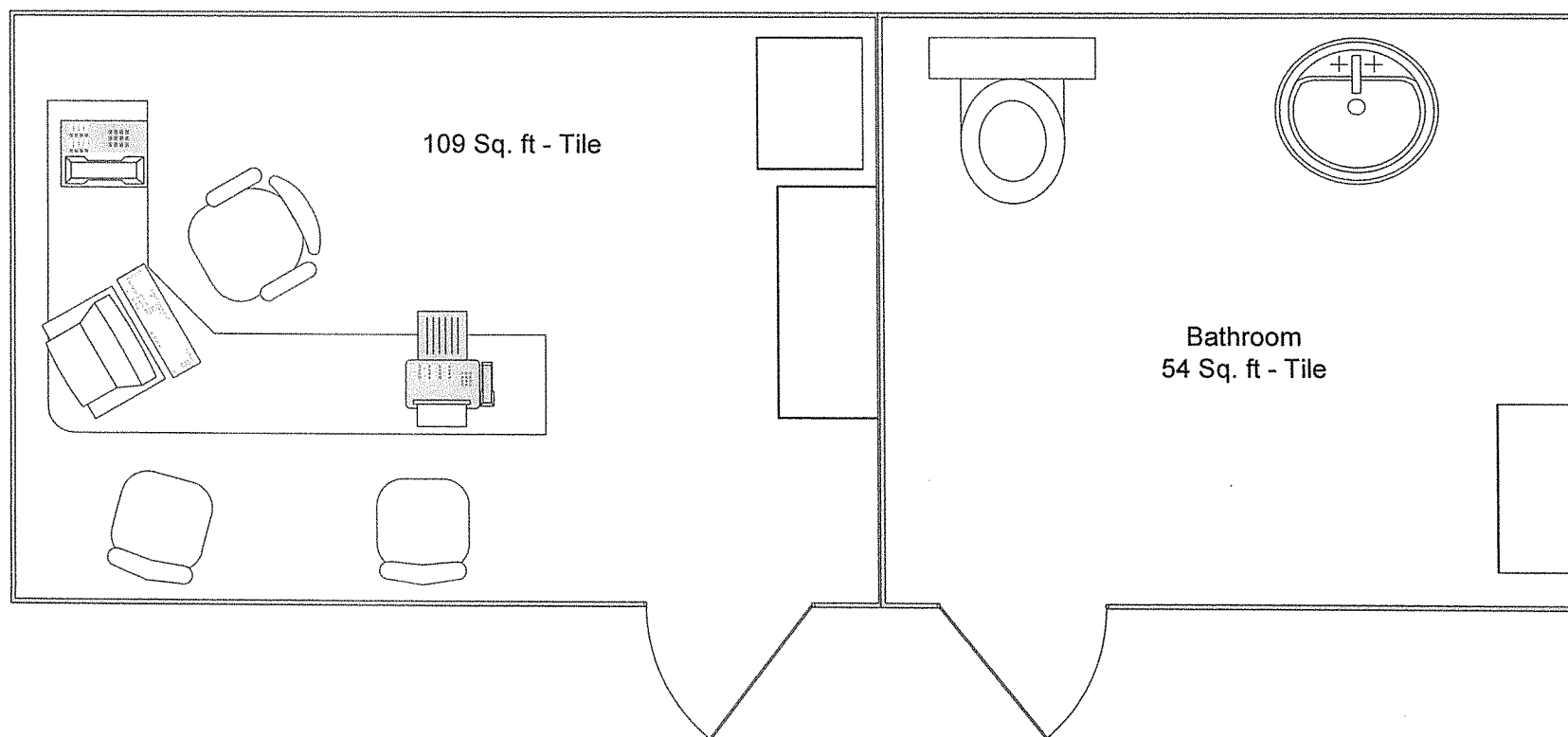
F1

3-1-2020  
SCALE 1/8" = 1'-0"  
SCALE: 1/8" = 1'-0"

Exhibit M-1  
**Building J**

**Receiving Office &  
Restroom**

All Tile Total-163 sq. ft.



# Exhibit M-1 Building J

## Mechanic's Office

All Tile Total- 150 sq. ft.

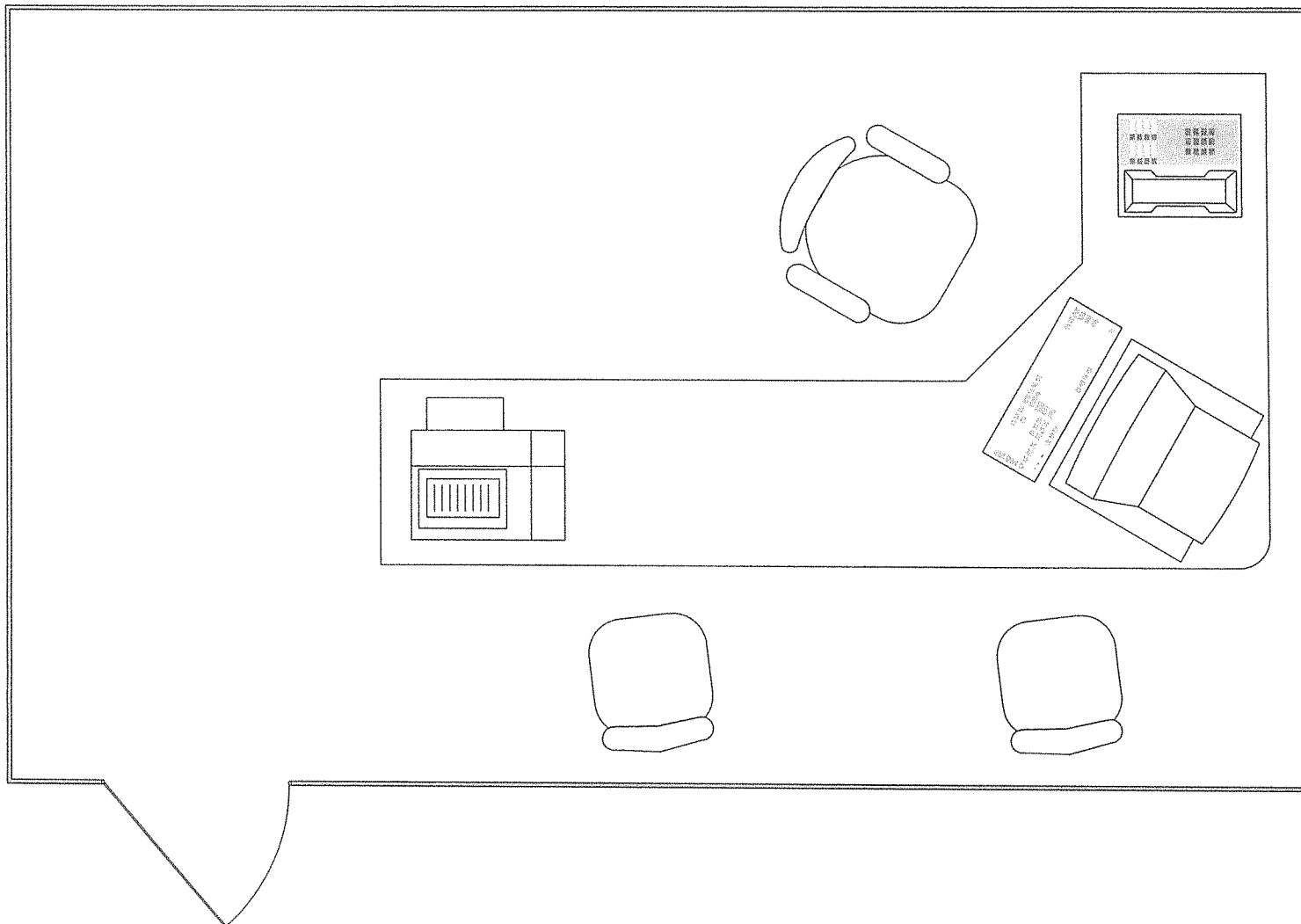


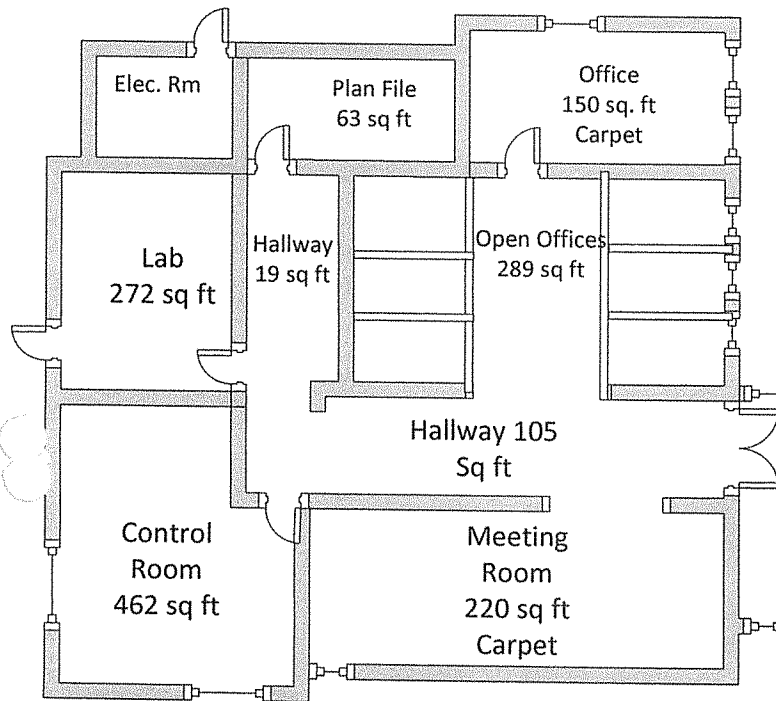
Exhibit M-2  
**4S Ranch Water Reclamation Facility**



# 4S Ranch Water Reclamation Facility

TOTAL TILE – 2998 sq ft  
TOTAL CARPET – 654 sq ft

BLDG A



BLDG B

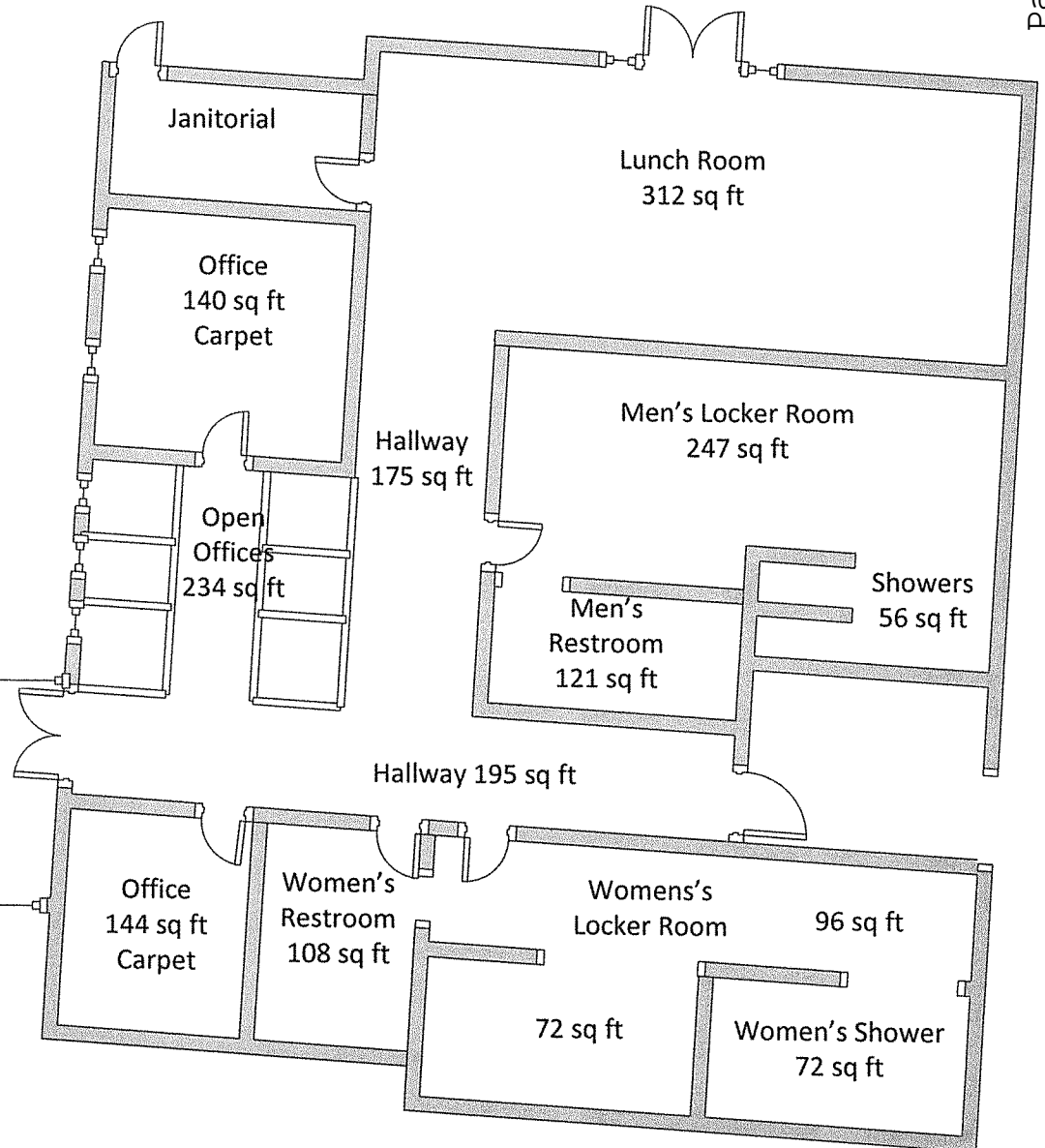


Exhibit M-3  
**David C. McCollom Water Treatment Plant  
(DCMWTP)**



Exhibit M-3  
**David C. McCollom Water  
Treatment Plant  
First Floor**

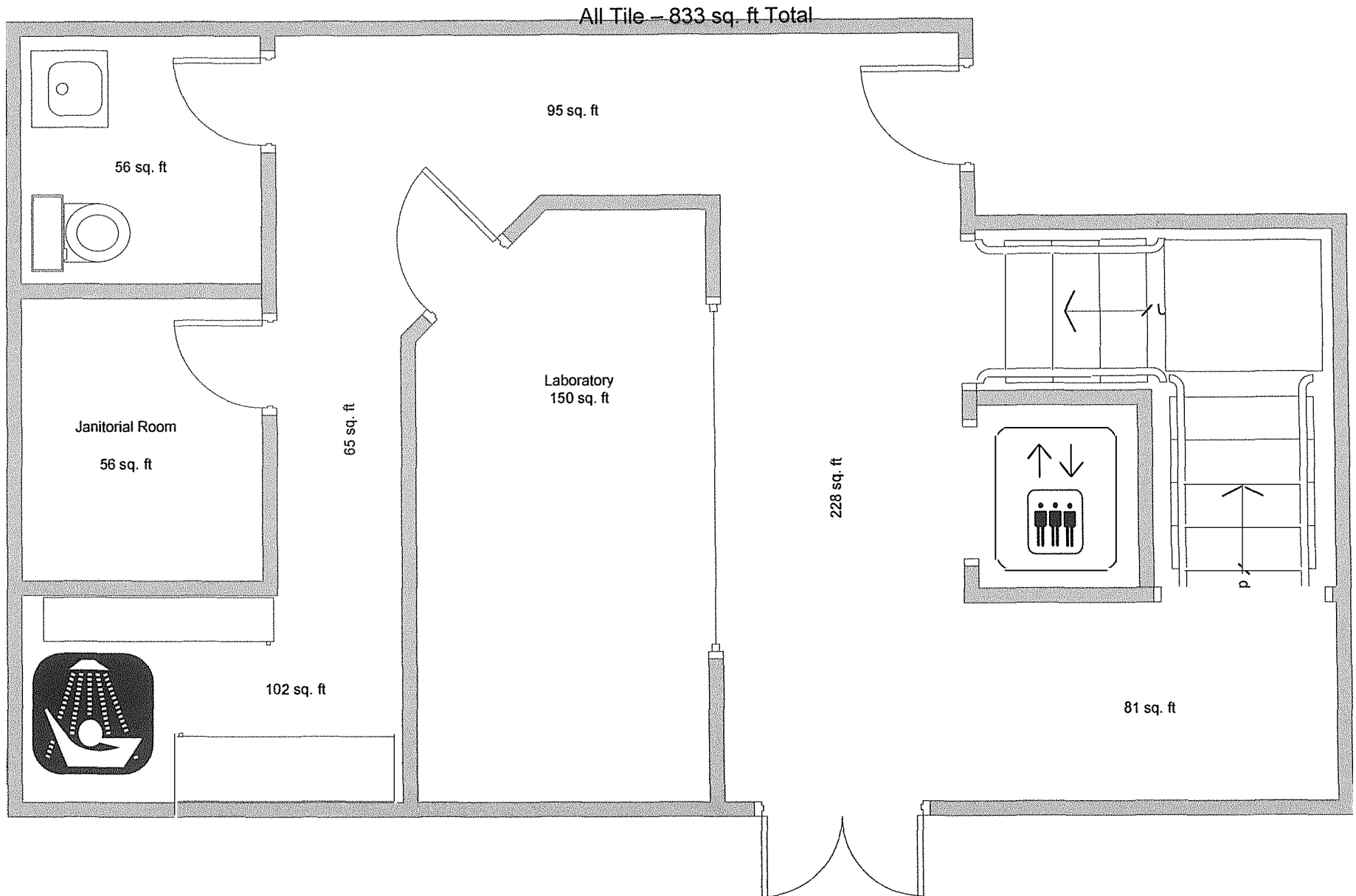


Exhibit M-3  
**David C. McCollom Water  
Treatment Plant  
Second Floor**

Total Carpet – 1,636 sq. ft  
Total Tile – 304 sq. ft

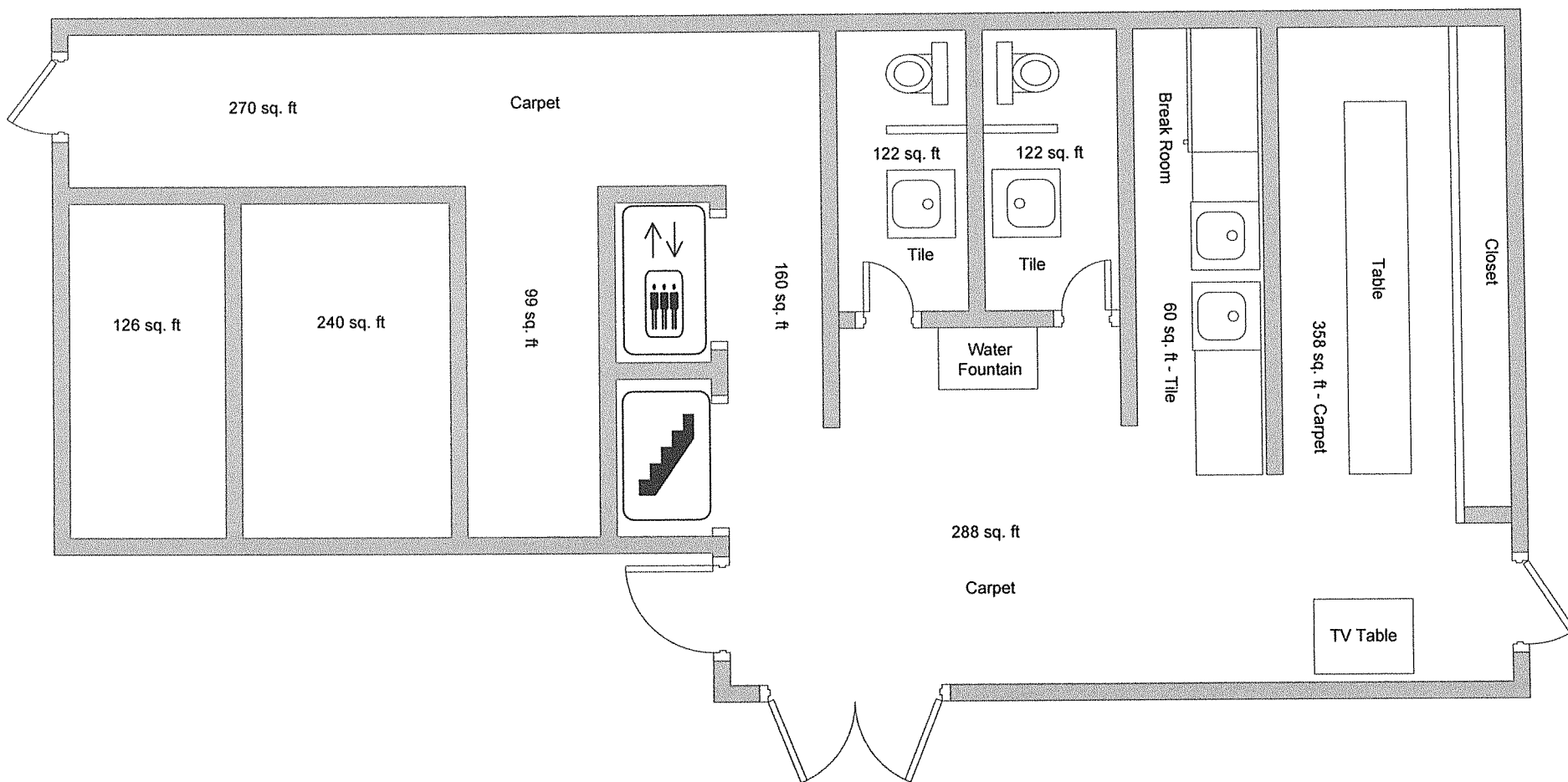


Exhibit M-4  
**Elfin Forest Reserve Park  
Ranger's Office Trailer**



Exhibit M-4  
**Park Ranger's Office Trailer**

471 sq. ft - All Tile Floor

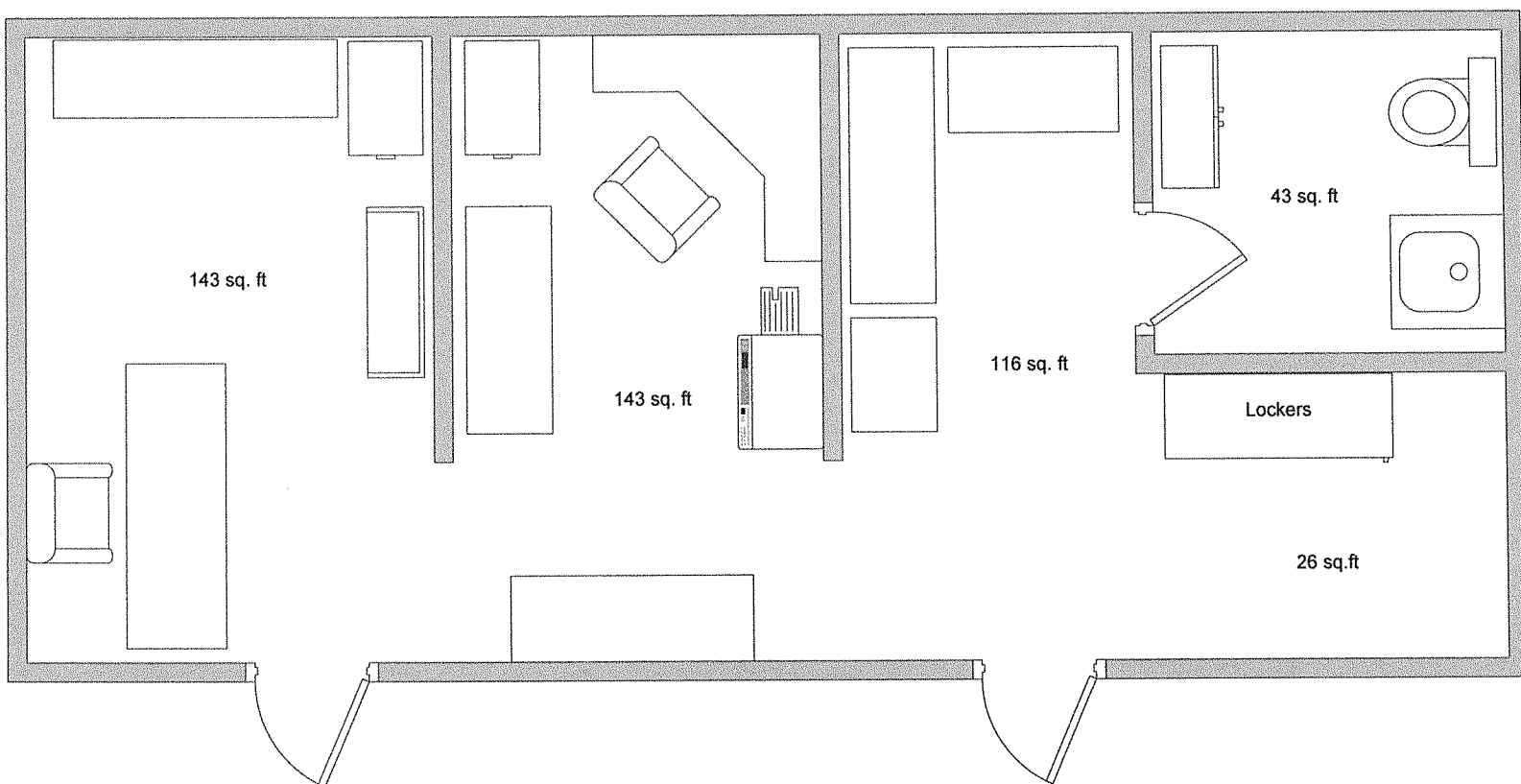


Exhibit M-4  
**Elfin Forest Reserve  
Interpretive Center**

Data LDEO-Columbia, NSF, NOAA  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

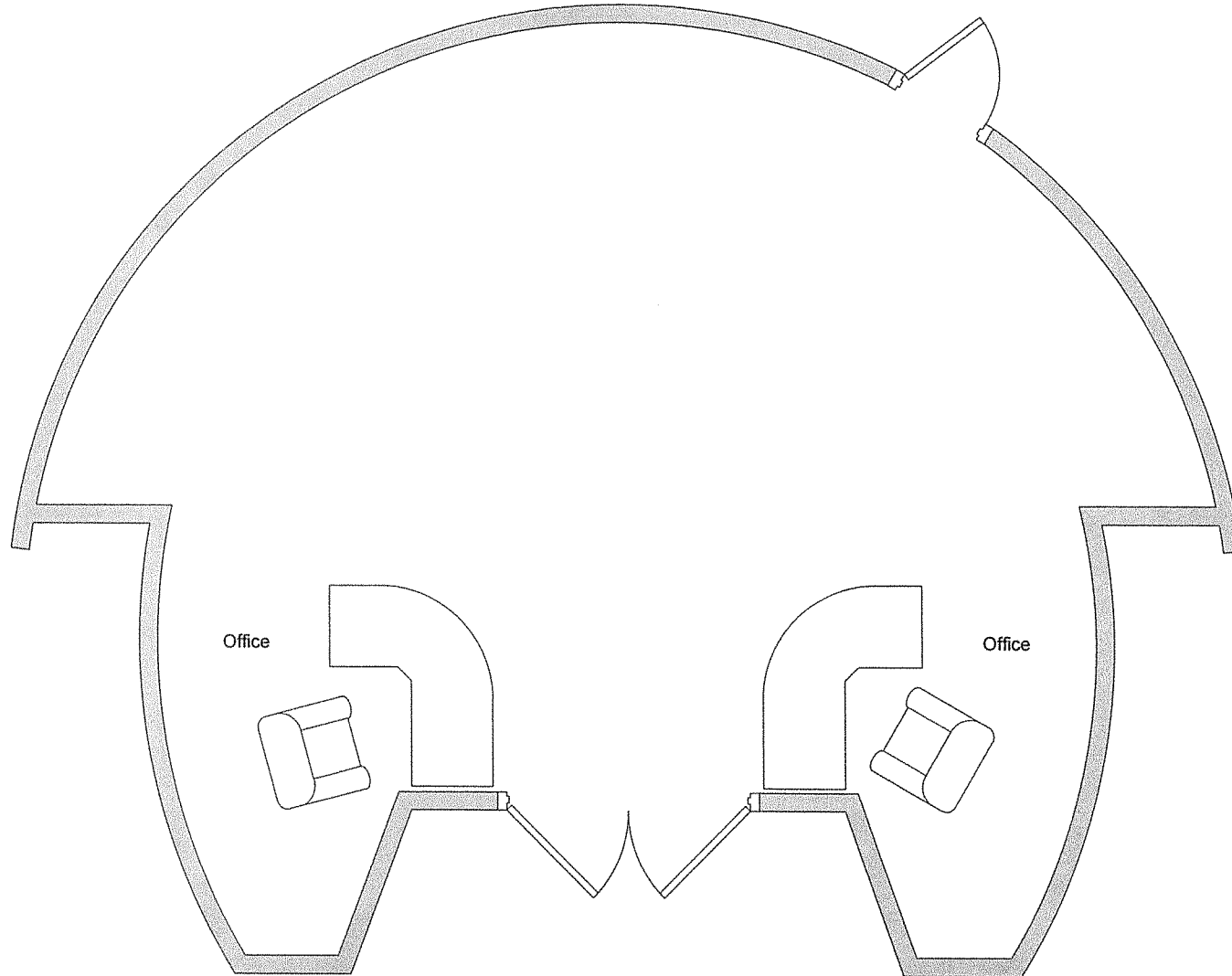
Google

33°05'13.49" N 117°08'44.94" W elev 528 ft

Exhibit M-4

# Elfin Forest Interpretive Center

980 sq. ft Concrete/Tile Floor



**Olivenhain Municipal Water District  
Janitorial Services Agreement**

**EXHIBIT N**

**MAINTENANCE REPORT**  
(Please attach additional page if needed)

Site \_\_\_\_\_

Date \_\_\_\_\_

Carpets / Floors / Hallways/Doors/Light Fixtures	Repairs Made or Needed
Windows / Tables / Desks	Repairs Made or Needed
Restrooms	Repairs Made or Needed
Specialty Work	Repairs Made or Needed

Submitted By:

Accepted By:

\_\_\_\_\_  
Janitorial Contractor

\_\_\_\_\_  
District Rep

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date