

**CONTRACT NUMBER MA-080-11011082
BETWEEN
THE COUNTY OF ORANGE
AND
ABM SERVICES, INCORPORATED
FOR
JANITORIAL SERVICES**

THIS Contract number MA-080-11011082 for Janitorial Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and ABM Services, Incorporated, with a place of business located at 165 Technology Drive, Suite 100, Irvine, California (hereinafter referred to as “Contractor”), which are sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Janitorial Services under a firm fixed price Contract; and,

WHEREAS, the County solicited the scope of products and services as set forth herein, and Contractor has represented that it is qualified to provide scope of products and services to the County; and,

WHEREAS, Contractor agrees to provide products and services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- 1. Scope of Services:** This Contract, including Attachments, specifies the contractual terms and conditions by which the Contractor shall provide to the County Janitorial Services under a firm fixed price Contract, as set forth herein.
- 2. Contract Term:** This Contract shall become effective ~~March 1, 2014~~, March 1, 2015 and shall continue for one (1) year from that date unless otherwise terminated as provided herein. ~~This Contract may be renewed upon expiration of the initial term, for one (1) additional year, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~
- 3. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in Article 26, to act as liaison between the County and the Contractor during the term of this Contract and to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 26, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Key Personnel under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor Project Manager or Key Personnel be removed from performing services under this Contract. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Personnel. Said approval shall not be unreasonably withheld.
7. **Contractor's Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. All Contractor's personnel shall be required to wear uniforms, badges and/or other means of identification which are to be issued and provided by the Contractor and must be worn at all times while working on County property. The County Project Manager must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
8. **Conflict of Interest:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
9. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

10. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

11. **Audits/Inspections:** Contractor agrees to permit the County, which may include the Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County), access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any Subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

12. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

13. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

14. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not

authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

15. **Reports/Meetings:** In addition to the requirements set forth in the Scope of Work, Attachment A, upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
16. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - ii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - iii. Terminate the Contract immediately without penalty.
17. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA), as specified in Article 26 by way of the following process:
 - i. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - iii. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

18. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:
- i. Cancel the stop work order; or
 - ii. Terminate the Contract immediately in whole or in part in writing as soon as feasible. County is not required to provide thirty-day (30) days notice of the termination of the Contract to Contractor if a stop work has been issued.
19. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and personnel prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
22. **Displaced Janitor Opportunity Act:** Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applied to contracts entered into on or after January 1, 2002.

The Displaced Janitor Opportunity Act requires janitorial and building maintenance Contractors and subcontractors that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at that site by the previous Contractor or subcontractor. This act further requires that employees retained under the act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

The awarding authority shall notify a Contractor when a contract has been terminated or will be terminated and shall indicate whether another service contract will be awarded in its place and, if so,

shall identify the name and address of the successor Contractor. The terminated Contractor shall, within three working days after receiving that notification, provide to the successor Contractor the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract. If the terminated Contractor has not learned the identity of the successor Contractor, the terminated Contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor Contractor as soon as the successor Contractor has been selected. The requirements of this article shall be equally applicable to all subcontractors of a terminated Contractor.

A successor Contractor shall retain for a 60-day transition employment period employees who have been employed by the terminated Contractor for the preceding four months or longer at the site or sites unless the Contractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

The successor Contractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor Contractor or successor subcontractor is not required to pay the same wages or offer the same benefits as were provided by the prior Contractor or subcontractor.

If at any time the successor Contractor determines that fewer employees are needed to perform services than the terminated Contractor, the successor Contractor shall retain employees by seniority within the job classification.

The successor Contractor shall provide a list of its employees that indicates which of these employees were employed at the site by the terminated Contractor and a list of any of the terminated Contractor's employees who were not retained by the successor Contractor, stating the reason these employees were not retained. During the 60-day transition employment period, the successor Contractor shall maintain a preferential list of eligible covered employees not retained by the successor Contractor from which the successor Contractor shall hire additional employees.

During the initial 60-day transition employment period, the successor Contractor shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor Contractor shall provide a written performance evaluation to each employee. The successor Contractor shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

23. Secured Facility Requirements:

- i. Background Checks: All personnel to be employed in performance of the work under this Contract shall be subject to a background check and clearance, as authorized under the law, prior to their entering a secured facility. Failure of any employee to pass the background check shall NOT be the responsibility of the County and shall not constitute an increase in the cost to the County.
- ii. Contractor shall prepare and submit an information form to the Contract Coordinator for all persons who will be working on or who will need access to the facility.
- iii. The information form will be provided by the Contract Coordinator or designee, upon request, and will be screened by the secured facility's Agency/Department.

- iv. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 - v. No person shall be employed on this work that has not received prior clearance from the County.
 - vi. The County need not give a reason clearance is denied.
24. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
25. **Pollution Control – Orange County Stormwater Program - Drainage Area Management Plan:** The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern stormwater and non-stormwater discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees). The RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits Numbers R8-2002-0010 and R9-2002-0001, respectively. Copies of the RWQCB Permits are available for review.

In order to comply with the Permit requirements, the Permittees have developed the Drainage Area Management Plan (DAMP), which contains Model Maintenance Procedures with Best Management Practices (BMPs) the parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Contract shall conform to the Permit requirements, the DAMP, and the Model Maintenance Procedures and must be performed as described within all applicable Model Maintenance Procedures. The Contractor shall fully understand the Model Maintenance Procedures applicable to activities that are being conducted under this Contract prior to conducting them and maintain copies of the Model Maintenance Procedures throughout the Contract duration. The applicable Model Maintenance Procedures are available upon request of the Project Manager/Coordinator.

Evaluation of activities subject to DAMP requirements performed under this Contract will be conducted to verify compliance with DAMP requirements and may be required through Contractor self-evaluation as determined by the COUNTY. The Model Maintenance Procedures include: Building Maintenance and Repair (see Exhibit 1)

26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's Project Manager and Contractor's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/Facilities Operations
Stephen Johsz
1143 East Fruit Street
Santa Ana, CA 92701-4204
Phone: 714-667-4918
stephen.johsz@ocpw.ocgov.com

County: OC Public Works/Operations & Maintenance
Jessie Prado
2301 North Glassell
Orange, CA 92865
Phone: 714-955-0257
jessie.prado@ocpw.ocgov.com

cc: OC Public Works/Procurement Division
Nancy Foroughi, DPA
300 North Flower
Santa Ana, CA 92703-5001
Phone: 714-667-4951
nancy.foroughi@ocpw.ocgov.com

Contractor: ABM Services, Incorporated
165 Technology Drive, Suite 100
Irvine, CA 92618
Attn: Ron Dallas
Phone: 909-374-8121
Email: ron.dallas@abm.com

27. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
28. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
29. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
30. **Taxes:** All prices shall include any applicable sales tax.

31. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
32. **Acceptance/Payment:** Unless otherwise agreed to in writing by County 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
33. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in article "42" below, and as more fully described in article "42", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
34. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "42" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
35. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
36. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
37. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as

any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

38. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
39. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
40. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor its employees nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
41. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
42. **Indemnification and Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Employee Dishonesty	\$100,000 per occurrence
Workers' Compensation	Statutory

All liability insurance, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

For the Employee Dishonesty coverage, the County of Orange shall be the loss payee. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests, clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

43. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of article "42" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
44. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
45. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
46. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
47. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information

shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

48. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "42" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
49. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
50. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
51. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
52. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
53. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and article s, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
54. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
55. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
56. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
57. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that

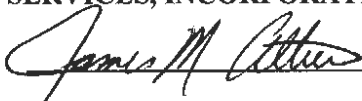
would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

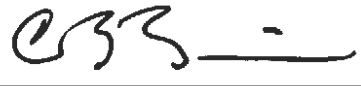
58. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
59. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
60. **Cooperative Agreement:** The provisions and pricing of this contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.

The contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County lead agency.

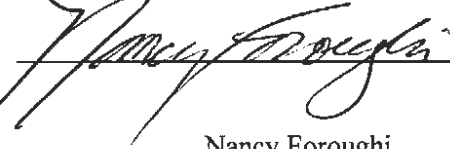
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

ABM SERVICES, INCORPORATED*

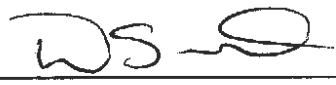
By 
Print Name James M. Altieri
Title Regional Vice President
Corporate Officer
Date 1/11/11

By 
Print Name Christopher B. Bouvier
Title Assistant Corporate Secretary
Corporate Officer
Date 1/10/11

COUNTY OF ORANGE, a political subdivision of the State of California

By 
Print Name Nancy Foroughi
Title Deputy Purchasing Agent
Date Feb. 8, 2011

APPROVED AS TO FORM:
County Counsel

By 
Deputy
Date 1.12.11

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

ATTACHMENT A
CONTRACT SPECIFICATIONS FOR JANITORIAL SERVICES

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1. GENERAL SCOPE OF WORK

Contractor shall, throughout the length of the Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform janitorial services in a professional, systematic and thorough manner for the listed facility. These services shall include, but are not limited to, cleaning, washing windows (interior/exterior), vacuuming, sweeping, dusting, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.

Each service period, as listed in the definitions below, will commence on the effective day of the Contract unless otherwise designated by the Contract Manager or his/her designee. Contractor shall provide a mutual agreeable calendar to the Contract Manager or his/her designee and the Building Coordinator for weekly, biweekly, monthly, quarterly, semi-annual and annual service items within 10 days of the effective date of the Contract. Contractor shall notify the Contract Manager or his designee and the Building Coordinator of any deviation from the schedule.

2. DEFINITIONS

County: The County of Orange.

OC Public Works: An agency of the County government which is comprised for the purposes of this Contract as the OC Public Works/Facilities Operations.

Contract Manager: The person supervising the Contract located at OC Public Works/Facilities Operations. This person will be administrating the Contract.

Contract Inspector: Person inspecting the facility with the Contractor and Building Coordinator.

Building Coordinator: The person located on site who will be in charge of inspection and coordinating the special activities related to this Contract.

Daily: Shall include the period of normal work week, i.e., Monday through Friday, including Saturdays Sunday, when necessary or so designated.

Weekly: Shall be per calendar week.

By Weekly: Every two Weeks. It shall be per calendar month regardless of the number of days in the month.

Monthly: Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.

Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.

Semi-Annually: Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.

Annual: Shall be once (1) per year. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter.

Day Porter: Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours to perform the Contract related services, including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep.

Damp Mopping: Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all purpose floor cleaner (and a disinfectant where required by the scope of work) with a dry-wrung out mop.

Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.

Disinfect: To completely flood the fixture, floor, etc, with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.

Spray Buffing: A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.

Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.

Easily Movable Items: Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.

Emergency Clean-ups: Cleaning up water from roof leaks and plumbing leaks.

Floor Maintenance: The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.

Glass: All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.

High Glass: Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.

Neat/Clean: Orderly, tidy and free from dirt, stains, dust and debris.

Professional: Conforming to the technical or ethical standards of a profession; displaying the conduct, appearance and qualities that characterize or mark a profession; possessing skill, experience and competence in a profession.

Scrubbing (hard surface floors): Cleaning floor surfaces, after sweeping or dust mopping, applying an all purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.

Sealing (hard surface floors): After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.

Showers Dressing Rooms (Sheriffs Locker Room) Showers are located in the Sheriffs area only.

Spray Buffing (hard surface floors): A process used to clean, eliminate heel marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

Stairways/Stairwell/Staircase: One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located. NOTE: All Stair wells shall receive floor maintenance.

Stripping (hard surface floors): Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.

Sweeping: Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.

Walk-Off Mats: Mats made of various materials that are located inside and outside building entrances and throughout the building.

Waxing: Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.

Wet Mopping: Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all purpose detergent solution (and disinfectant where required by the Contract specifications).

Windows: Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows, After exterior glass and windows have been cleaned, exterior frames and interior

frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

I. CONTROL OF WORK

The Building Coordinator and the Contract Manager or his/her designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor. The Building Coordinator, Contract Inspector and the Contract Manager or his designee shall also direct the inspection/administration of the work and decide questions regarding compensation.

- A. Licenses: Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by County's Project Manager in accordance with the Item XIV "Additional Work" below, or authorized by amendment in accordance with Articles 28 and 43 of the County Contract Terms and Conditions.

II. BUILDING SECURITY

- A. Keys: County will issue such keys (key cards) as necessary for access to the work area. Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Daily key pick up at the Manchester Office Building shall be from the day person on duty at Juvenile Hall (331 City Drive) and shall be returned each shift to day/ night duty officer.
- B. Security System: The work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.
- C. Facility Security: Contractor shall keep all doors locked while working in the building and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area.

At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.

- D. Damage: Contractor shall immediately report all conditions and occurrences out of the norm to the Orange County Sheriff (9-911) and the OC Public Works/Central Utility Facility (714-834-3244) to include broken windows, vandalism, and/or other facility damage.

III. CONTRACTOR'S RESPONSIBILITIES

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall research the employment and police records of each employee and shall maintain a copy of that research.
- B. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- C. Identification: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's supervisor may wear badges in lieu of uniforms.
- D. Conduct: No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this job.
- E. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- F. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- G. Vehicles: Contractor owned or leased vehicles to provide transportation and parking fees to meet the Contract specifications.
- H. Schedule: Within the first two weeks of the Contract, the Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Building Coordinator and the Contract Manager or his designee. Any deviation from this schedule must be approved by Building Coordinator or the Contract Manager.

IV. CONSERVATION OF UTILITIES

Contractor shall make sure Contractor's employees practice utilities conservation. Contractor shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

- A. Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.

- B. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

V. CONTRACTOR'S OFFICE/EMERGENCY

The Contractor shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

VI. PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

VII. RESTRICTIONS

- A. **General:** Contractor's personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.
- B. **Telephones:** Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s):
1. To report need of medical aid, fire or need of law enforcement, dial 9-911.
 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. **Radios:** The Contractor or its employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this Contract, as well as punitive action.

VIII. MATERIALS

Contractor shall furnish at its expense all equipment, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall include but not be limited to:

- A. **Equipment:** Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- B. **Tools:** Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- C. **Supplies:** Floor, glass, tile, and carpet cleaners (Manufactures Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.

- D. Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- E. Dispensers: Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

IX. QUALITY OF CLEANING MATERIALS/SUPPLIES

All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Contractor may utilize products of his choice which are equal to those stated:

- A. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 851208, and White, 1-ply, facial quality, Crown 135 Soft Plus (for Inmate areas)
- B. Paper towels: White, 1 ply, C-fold, Scott or Crown Zellerbach or equal
Data Center Only - Enmotion roll paper towels—Georgia Pacific
O & M Complex Only – Roll compatible with Simplicity Mechanical Hands free Roll Tower Dispenser, 8x8 and a stub roll.
- C. Seat Covers: Shieldor or equal
- D. Hand soap: Powdered -- Luron or Boraxo MD-7; Liquid -- non-abrasive, antibacterial; Waxie GOJ9755.
- E. All purpose cleaner (with a germicidal disinfectant): Maintex or Guardian or equal
- F. Feminine napkins: Kotex or equal
- G. Wood Cleaning: Behr No. 63, Behr Scandinavian Tung Finish oil or equal
- H. Floor finishes: (commercial quality)
 - Stripper: Non ammoniated, Waxie W-400 stripper,
 - Sealer: 16 percent solids, Waxie W-300 sealer
 - Wax: 16-17 percent solids, Johnson's Complete Wax
 - Spray Buff: Johnson's Snapback
 - Sweeping Compound: Green Wax – Waxie 910240
- I. Plastic liners for waste and rubbish containers:
 - Size: 2x8x24.....1 mil. 16x14x37.....1.4 mil.

15x9x24.....1 mil.	23x10x40.....1.4 mil.
15x9x33.....1 mil.	23x17x48.....1.4 mil.
23x17x48.....1 mil.	

Note: The Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

X. CONTRACTOR'S PERFORMANCE

The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any other substance in the carpet) glass entrance doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks. Etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of this Contract.

XI. SCHEDULE OF DEDUCTIONS

The Schedule of Deductions, as specified in Attachment B, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Schedule of Deductions section. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XII. SERVICES TO BE PROVIDED

The Contractor shall, as a minimum, perform the following services:

- A. Trash. Contractor shall remove daily all trash from the entire facility or and other specific areas designated by the Building Coordinator. Contractor shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and /or other trash containers that are provided for disposal of trash.

Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor shall not recycle trash or store recycled bottles and cans on the premises.

Contractor shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the Building Coordinator.

Contractor shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the Building Coordinator.

- B. Building Entrance and Atriums. Must be kept clean and free of dust, debris, cobwebs and bird droppings on a daily basis.
- C. Maintain Floors. All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.

- D. Sweep/Dust Mop Floors. All accessible floor areas shall be swept or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other move able object shall be moved or tilted in order to sweep underneath.
- E. Mop Floors. All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. Sweep and damp mop floors – difficult to reach areas. Contractor shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. Dry/Spray Buff Floors. All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor

finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*

- H. Gym/Shower Mats. Mats located in the Sheriff's shower and Gym.
- I. Strip, Scrub, Seal, and Wax Floors. All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- J. Remove Trash. All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.
- K. Empty and Clean Public Ash Trays and Urns. Contractor shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed.
- L. Perform Low Dusting. All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven feet above the top of the floor level.
- M. Perform High Dusting. Contractor shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- N. Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces. The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- O. Clean and Polish Other Interior Glass. Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- P. Clean Drinking Fountains. All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

- Q. Clean Elevators. All Public Elevators and Freight Elevators. Contractor shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from the elevator floor, walls and ceiling.
- R. Clean Stairways. All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- S. Vacuum Carpets, Rugs and Mats. All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum* and shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Building Coordinator.
- T. Vacuum carpets and rugs and difficult to reach areas. Contractor shall thoroughly vacuum carpets and rugs with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture.
- U. Spot Clean Carpets. Contractor shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- V. Carpet Cleaning. Contractor shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt, (*Bonnet buffing method of cleaning carpet is not acceptable.*)
- W. Vacuum and Clean Walk-Off Mats. Contractor shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- X. General Spot Cleaning. Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- Y. Dust Blinds, Window Sills and Draperies. All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- Z. Clean Upholstered Furniture. Contractor shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor shall spot clean with a product specifically designed for upholstered furniture.

XIII. ADDITIONAL WORK

- A. Upon County request, the Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager written approval prior to commencing any Additional work.
- B. The County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the Additional Work and to utilize the data provided under this Contract relative to necessary services.
- C. If the County authorizes work by an alternate source, the Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any Additional Work, whether by Contractor or an alternative source, the County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to the County. Upon mutual acceptance of the Additional Work, the Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

XIV. COUNTY OF ORANGE HOLIDAYS OBSERVED FOR THIS CONTRACT~~Martin Luther King Day, January 17, 2011~~~~Lincoln's Birthday, February 12, 2011~~~~President's Day, February 21, 2011~~~~Memorial Day, May 30, 2011~~ Memorial Day, May 25, 2015~~Independence Day, July 4, 2011~~ Independence Day, July 4, 2015~~Labor Day, September 5, 2011~~ Labor Day, September 7, 2015~~Columbus Day, October 10, 2011~~ Columbus Day, October 12, 2015~~Veteran's Day, November 11, 2011~~ Veteran's Day, November 11, 2015~~Thanksgiving Day, November 24, 2011~~ Thanksgiving Day, November 26, 2015~~Friday after Thanksgiving Day, November 25, 2011~~ Friday after Thanksgiving Day, November 27, 2015~~Christmas, December 26, 2011~~ Christmas Day, December 25, 2015~~New Years Day, January 2, 2012~~ New Years Day, January 1, 2016

Martin Luther King Day, January 18, 2016

Lincoln's Birthday, February 12, 2016

President's Day, February 15, 2016

3. FRUIT STREET COMPLEX

Facilities Operations 1143 E. Fruit Street, Santa Ana;
Fleet Services 1102 E. Fruit Street, Santa Ana;
Construction, Road, Flood and Planning Departments
1152 E. Fruit Street, Santa Ana.

I. RESTROOMS AND SHOWERSDaily (Monday through Friday)

- A. Clean and refill soap, towel, toilet tissue, sanitary napkins, sanitary disposal bags and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all toilets and urinals.
- B. Clean and polish mirrors and faucets.
- C. Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors, and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of water deposits, dirt, streaks, and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
- D. Thoroughly damp clean and 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 soap dispenser, urinals and toilets. Remove all graffiti. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
- E. De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfect chemical to stop mildew from building up on the shower curtains.
- F. Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
- G. Remove trash. Empty and clean (wipe down as needed with an approved all purpose cleaner) the waste paper containers. Empty and change waxed bags in sanitary napkin disposal receptacles.
- H. Add water and disinfectant to all floor drains.
- I. Unstop common toilet stoppages with plunger.

Weekly

- A. Clean and wet-wipe (with an approved disinfectant) walls and around plumbing fixtures, toilet compartment partitions, soap dispensers, partition doors, and door hardware, including removal of graffiti.
- B. Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- C. Clean pull bars.
- D. Dust tops of partitions, window sills and lockers.

Note: Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Rings in the toilets are unacceptable.

Monthly

- A. Machine scrub and disinfect all of the restrooms with an approved germicidal cleaner. Seal restrooms floors with a minimum of two coats of sealer. Wipe down all walls with an approved disinfect and machine scrub and disinfect floors with an approved hospital cleaner.
- B. Clean vents, including removal of vent plate and brushing and vacuuming around and into duct, if requested.
- C. Dust venetian blinds (if applicable).
- D. Clean door jambs, removing all finger prints and surface grime.

II. ALL OTHER BUILDING AND SERVICE AREAS:**Daily** (Monday through Friday)

- A. Sweep all of the building's hard surface areas with the Kex System of dustless sweeping cloths or a similar type of dustless sweeping system.
- B. Mop all hard surface floors in break room areas. Spot clean all soiled areas on the remainder of the hard surface floors.
- C. Thoroughly vacuum with a hepa-filter vacuum, all carpeted floors, hallways, offices, Stores Warehouse and entry rugs, mats and remove any spots in the carpet. (Including stairs if applicable).
- D. Spot clean glass entrance doors inside and out, including the metal frame.
- E. Remove trash clean around rubbish disposal area and public ashtrays and urns. Change trash can liners as needed.
- F. Clean and polish all drinking fountains, both inside and outside the building, if applicable.
- G. Clean outside all entrances, ramps, stairs, dock and exit areas, empty trash containers, and clean and empty the cigarette urns. (Replace sand in urn as needed)
- H. Keep custodial closet clean and orderly.
- I. Clean table tops and counters in employee's lounges, all administrative conference rooms and counsel areas, etc.
- J. Remove all Graffiti.
- K. Attend to coffee stations, wipe counters and clean sinks.
- L. Spot wipe smudges, marks, and fingerprints from doors and light switches within reach.
- M. Fill paper towel dispensers in employee's lounges and coffee stations.
- N. Clean the picnic tables located by the Shops and the rear entrance to Facilities Operations and the public tables located by building 6 and the table and chairs located by building 1 at Construction Road Flood and Planning Department facility.

Weekly

- A. Thoroughly vacuum with a hepa-filter vacuum cleaner, all carpeted areas including corners and edges in areas which normal vacuuming does not reach.
- B. "Detail sweep" all hard surface floors with a neutral cleaner, including corners and edges.
- C. Spot clean carpet, mats and rugs.
- D. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames *under 6ft. high*; all surfaces to be left in a clean and dust-free condition. Spot clean as necessary
- E. Sweep and mop key shop, office and entry. (Must be completed between the hours of 12:00 Noon to 4:00 pm)
- F. Buff all resilient tile floors in all of the facilities except the key shop at the OC Public Works/Facilities 1143 E. Fruit St.
- G. Sweep sidewalks, porches, ramps, exterior steps dock and building entrances.
- H. Clean front, top, sides and inside of microwave ovens.
- I. Disinfect all phones.

Every Two Weeks

- A. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames over 6ft. high; all surfaces to be left in a clean and dust-free condition. Spot clean as necessary.
- B. Spot clean walls and partitions, including partition glass.
- C. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.

Monthly

- A. Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- B. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- C. Spot clean upholstered furniture including Naugahyde and other plastic-covered furniture.
- D. Dust blinds window sills and draperies. (If applicable)
- E. Clean and remove all marks and stains from counters and partitions.
- F. Buff resilient tile floors in key shop office, entry, and storage warehouse offices.

- G. Clean all base boards with a damp cloth.

Quarterly

- A. Strip all hard surface floors, including the key shop and seal and wax floors. Also, Strip the cement floors in the entrances and the areas surrounding the shop offices, break room, tool room and Stores Warehouse. Provide more frequent spot floor finish correction when requested by the Contract Manager or Contract Inspector.
- B. Beginning prior to the **fifth week** (and semi annually their after) of the Contract, vacuum with a hepa filter vacuum and shampoo carpets. All cleaning and shampooing of the carpets shall be accomplished by deep extraction, (Bonnet buffing method of cleaning carpets is **not** acceptable) using the carpet cleaning method per the manufactures recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original locations.
- C. Clean and disinfect all telephones and door hardware.
- D. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- E. Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- F. Brush and clean ceiling vents and grills, doors, walls and partition surfaces and door vents; remove grill to clean inside vents.
- G. Dust venetian blinds (if applicable).

Semi-Annually

Clean all glass windows, partitions and glass entrance doors inside and outside. Glass entrance doors and windows shall be free of traces of film, dirt, smudges, water spots or any other foreign substance.

Annually

- A. Clean and polish all wood, metal, Formica type furniture, counters, and partitions.
- B. Vacuum all drapes (if applicable).
- C. Vacuum and wash venetian blinds (if applicable).

III. CUSTODIAL CLOSETS

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection.

Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors.

The floor/wall sinks, whether porcelain or stainless steel is to be kept clean, and polished at all times. Bottles and cans shall not be stored in the custodial closets.

IV. SERVICE AREA INFORMATION FRUIT ST. COMPLEX

Areas to be serviced: Facilities Operations
1143 E. Fruit St.
Santa Ana,, CA 92701

Fleet Services
1102 E. Fruit St.
Santa Ana, CA 92701

Construction, Road, Flood & Planning
1152 E. Fruit St.
Santa Ana, CA 9270

Type of facility: Reception Areas
Staff Offices
Staff Break Rooms
Staff Restrooms
Conference Rooms
Modular Furniture
Garage Offices
Laboratories
Storage Areas
Key Shop
Storage Warehouse

Volume of Usage: Reception Area: Moderately Heavy
Staff Offices: Moderate
Staff Break Room: Moderate
Staff Restrooms: Moderately Heavy
Conference Room: Moderately Heavy
Laboratories: Heavy
Storage Areas: Moderate
Key Shop: Moderate
Storage Warehouse: Moderately Heavy
Modular's: Moderate

V. DESCRIPTION OF FACILITY TO BE SERVICED

FACILITY Fruit St. Complex	SQ. FT. INSIDE BUILDING			TOTAL TO BE CLEANED	AVG. NO. COUNTY EMPLOYEES	AVG. NO. CUSTOMER PER DAY
	HARD SURFACE	CARPET	OTHER			
Facilities Operations	12,280	6,975	--	19,255	150	25
Fleet Services	8,000	--	--	8,000	18	--
Planning Construction	26,594	2,312	--	28,911	80	--

NOTE: The preceding area measurements for the building(s) and are provided solely for informational purposes. There may be minor variations due to relocation of partitions or other modifications.

VI. OPERATIONAL HOURS OF SERVICED FACILITY

OPERATIONAL HOURS Fruit St. Complex	MON	TUES	WED	THURS	FRI	SAT	SUN
Regular hours facility is open to public and employees	6:00 am to 6:00 pm	6:00 am to 6:00 pm	6:00 am to 6:00 pm	6:00 am to 6:00 pm	6:00 am to 6:00 pm	--	--

VII. HOURS FOR JANITORIAL SERVICE

HOURS FOR SERVICE Fruit St. Complex	MON	TUE	WED	THUR	FRI	SAT	SUN
A. Regular hours facility is available to provide service	6:00 pm to 12:00 am	6:00 pm to 12:00 am	6:00 pm to 12:00 am	6:00 pm to 12:00 am	6:00 pm to 12:00 am	--	--
B. Key Shop - buffing, sweeping, mopping & waxing	12:00 pm to 4:00 pm	12:00 pm to 4:00 pm	12:00 pm to 4:00 pm	12:00 pm to 4:00 pm	12:00 pm to 4:00 pm	--	--

4. MANCHESTER OFFICE BUILDING (MOB)

301 The City Drive, Orange

I. RESTROOMS & LOCKER ROOMS

Daily (Monday through Friday)

- A. Clean and refill soap, towel, toilet tissue, sanitary napkins, sanitary disposal bags and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all toilets and urinals.
- B. Clean and polish mirrors and faucets.
- C. Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors, and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of deposits, dirt, streaks, and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
- D. Thoroughly damp clean and 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 soap dispenser, urinals and toilets. Remove all graffiti daily. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water

deposits or stains in the toilets. Note: First floor men's and women's restroom has heavy usage and graffiti.

- E. De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfect chemical to stop mildew from building up on the shower curtains.
- F. Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
- G. Remove trash. Empty and clean (wipe down as needed with an approved all purpose cleaner) the waste paper containers and empty and change waxed bags in sanitary napkin disposal receptacles.
- H. Add water and disinfectant to all floor drains.
- I. Unstop common toilet stoppages with plunger.

Weekly

- A. Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, partition doors, soap dispensers, and door hardware, including removal of graffiti.
- B. Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- C. Clean pull bars.
- D. Dust tops of partitions, window sills and lockers.

NOTE: Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Rings in toilets bowls are not acceptable.

Monthly

- A. Wipe down all walls with an approved disinfect and machine scrub and disinfect the men's and women's restrooms on the 1st through 5th floors and the dressing rooms and showers in the Sheriff's men's and women's locker rooms. Seal restrooms, dressing rooms, shower floors with a minimum of two coats of sealer.
- B. Clean vents, removing vent plate to clean and brushing and vacuuming around and into duct.
- C. Dust Venetian blinds (if applicable).
- D. Clean door jambs, removing all finger prints and surface grime.

II. ALL OTHER BUILDINGS AND SERVICE AREAS**Daily** (Monday-Friday)

- A. Sweep all of the building's hard surface floors, including elevators with the *Kex* System of dustless sweeping cloths or a similar type of dustless weeping system.
- B. Mop all hard surface floors in break rooms, corridors and elevators. Spot clean all soiled areas on the remainder of the hard surface floors.
- C. Thoroughly vacuum with a Hepa-Filter vacuum, all carpeted floors, hallways, offices, entry rugs and remove any spots from the carpet.
- D. Spot clean entrance glass doors, inside and outside, including the metal frame. Spot clean customer service windows.

Note: The reception area on the fourth and fifth floors of the facility has bullet proof fiberglass windows. No ammonia based products are to be used in the cleaning of the bullet proof windows. Bullet Guard plastic cleaner and polish cloths are to be used in the cleaning of the lobby bullet proof windows. If the bullet proof windows are damaged by the use of an unauthorized chemical, it will be the Contractor's responsibility to replace the windows.

- E. Remove trash and clean around rubbish disposal area and public ashtrays and urns. Change trash can liners as needed.
- F. Clean and polish all drinking fountains, both inside and outside the building.
- G. Day Porter shall clean outside all entrances and exit areas, empty trash containers (Bella's Kitchen included) and empty and clean ash trays and sand urns. Change trash can liners as needed.
- H. Day Porter shall clean outside tables and seats located in front of Bella's Kitchen, three times a day or as needed.
- I. Keep janitor closets clean and orderly.
- J. Clean table tops and counters in employees' lounges, all administrative conference rooms and counsel areas, etc.
- K. Wipe down interior and exterior elevator doors, wipe down cab walls and disinfect call buttons and plates utilizing an approved germicidal cleaner and soft cloth.
- L. Clean stairways and stairwells, including handrails.
- M. Straighten chairs in employee lounges, conference rooms.
- N. Fill paper towel dispensers in employee lounges and coffee stations
- O. Sweep sidewalks, porches, ramps and exterior steps. (If applicable)
- P. Spot wipe smudges, marks, and fingerprints from doors and light switches within reach.

- Q. Fill paper towel dispensers in the employee lounges and break rooms.
- R. Attend to coffee stations, wipe counters and clean sinks.

Weekly

- A. Thoroughly vacuum with a hepa-filter vacuum cleaner, all carpeted areas including corners and edges in areas which normal vacuuming does not reach.
- B. Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges.
- C. Spot clean carpets, rugs and mats.
- D. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames under 6ft. high. All surfaces to be left in a clean and dust-free condition. Spot clean as necessary.
- E. Sweep sidewalks, porches, ramps and exterior steps. Damp mop lobby entrances, porches, steps and sidewalks.
- F. Remove marks and spots and spray buff the tile floors including lobbies and traffic lanes.
- G. Bonnet buff carpets in carpeted lobbies and traffic lanes. (This method of carpet cleaning can only be used in these areas. The semi-annual carpet cleaning shall be cleaned with the deep extraction method of cleaning.)
- H. Clean front, top, sides and inside of microwave ovens.
- I. Disinfect all phones.

Every Two Weeks

- A. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames **over 6ft. high** all surfaces to be left in a clean and dust-free condition.
- B. Spot clean walls and partitions, including partition glass.
- C. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, staircases and the public built in benches.

Monthly

- A. Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- B. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- C. Clean and remove all marks and stains from counters and partitions.

- D. Clean all metal and wood furniture.
- E. Dust blinds window sills and draperies. (If applicable)
- F. Spot clean upholstered furniture.
- G. Clean the 1st floor records room outside window.
- H. Clean all base boards with a damp cloth.

Quarterly

- A. Strip all hard surface floors, including the Sheriffs locker rooms, wax and buff. Provide more frequent spot floor finish correction when requested by the Contract Contractor or Contract Inspector.
- B. Beginning prior to the **fifth week** (and semi annually their after) of the Contract, vacuum with a Hepa- vacuum and shampoo carpets. All cleaning and shampooing of the carpets shall be accomplished by deep extraction, (Bonnet buffing method of cleaning carpets is not acceptable) using the carpet cleaning method per the manufactures recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original locations.
- C. Brush and clean vents and grills, doors, walls and partition surfaces and door vents; remove grill to clean inside vents. (If requested)
- D. Clean and polish all woodwork, including, but not limited to wood panels, railings, Formica-type furniture, counters, and partitions. (If applicable)

Semi Annually

Clean all glass windows, partitions and glass entrance doors inside and outside. When finished cleaning the glass entrance doors and windows, they shall be free of traces of film, dirt, smudges, water spots or any other foreign substance.

Annually

- A. Clean and polish all wood, metal, and Formica-type furniture, counters, and partitions.
- B. Vacuum all drapes. (If applicable)
- C. Vacuum Venetian blinds. (If applicable)

III. CUSTODIAL CLOSETS

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any

toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel is to be kept clean and polished at all times. Bottles and cans shall not to be stored in the custodial closets.

IV. DAY PORTER

The Manchester Office Building requires a Day Porter to be at the facility for eight hours per day, Monday through Friday. Day porter shall be the Contractor's employee, located on-site for the purpose of providing immediate attention during normal working hours to Contract-related services, including, but not limited to, the removal of hazards such as spills or broken glass, plumbing leaks, roof leaks, refilling supplies, and general facility upkeep.

A. Hours Of Service

Day porter shall work Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one-hour lunch and two 15-minute breaks during the shift. Lunch should be between 11:30 a.m. and 1:30 p.m. coordinated by the Building Coordinators (Probation, SSA, Sheriff and Health Care). The breaks should be taken near the midpoint of the morning and afternoon.

B. Attendance

Contractor shall provide full day porter service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular staff is unavailable. All of the work performed by the day porter shall be in addition to and not a substitute for any regular night time custodial operations. Substitute staff shall have the same basic skills and responsibilities as the regular day porter.

C. Supervision

1. The day porter will report to and be supervised by the Building Coordinators on each floor. Contractor shall inspect day porter's work on a weekly basis.
2. Day porter shall sign in and sign out with the designated Building Coordinator at the beginning and end of each shift.
3. Each Building Coordinator will prepare a list of regular tasks for their respective day porter and a corresponding schedule based upon anticipated work to be performed during the day. If the Building Coordinators does not prepare a list of duties, it will be the Contractor's responsibility to establish a daily schedule. The schedules will contain designated times for the day porter to return to their respective Building Coordinators to obtain any additional special assignments that might develop during the day.

D. Required Clothing and Identification

Day porter shall wear a uniform furnished by the Contractor (closed toe shoes, long pants, polo shirt and shall wear and an easy to read name badge.

E. Communication

Contractor shall furnish a pager or cell phone for the day porter, ensuring they can respond immediately when contacted by their respective Building Coordinator.

F. Basic Skills

Day porter shall:

1. Be knowledgeable of general custodial practices, including correct and appropriate application of all chemicals and use of all cleaning machines and tools, including all Contractor-provided tools.
2. Able to speak and write effectively and fluently in English.
3. Possess general maintenance skills.
4. Work productively, unsupervised, and with a minimum of direction.
5. Immediately respond to all requests by their respective Building Coordinators. For immediate health and safety hazards, day porter should take immediate action, with or without direction from the Building Coordinator or other staff. Additionally day porter shall: Regularly, at least three times daily, inspect and service the private restrooms on the First through Fifth floors, inspect and service the First floor public restrooms at least six times a day or more if needed, to ensure that the floors and walls remain clean and free from debris, graffiti and all dispensers are full.

Note: When mopping restroom floors during the day a wet floor sign must be placed in front of the restroom doors.

6. Regularly, at least three times a day, inspect and clean all public hallways, corridors, entrances and exits to remove any and all accumulations, dirt, or debris and to clean-up any spills. Day porter shall clean all ashtrays and sand urns and empty all interior and exterior trash cans (*including Bella's Kitchen*) that become full or near full during the day.
7. Inform the Building Coordinators of any repairs needed that are not minor or require expert skills or special tools. When appropriate, day porter shall take necessary actions to prevent further damage or limit hazard, until repair personnel arrive, such as turning off water, power, etc.
8. Report any building or equipment deficiencies to the Building Coordinator or Contract Contractor. Give a full description of the needed work, its location, and any additional information that will aid in the prompt and economical repair of said deficiency. Post signs or barricades to restrict access and inform clients/personnel of hazards, as appropriate.
9. Move furniture, boxes, supplies, etc. as required, up to 50 pounds in weight.

V. **SUPPLIES**

Contractor shall furnish and have readily available to the day porter all cleaning supplies, cleaning tools and equipment, (including a wet-vacuum and dry HEPA-VAC vacuum) and paper products required for performance of this work. These items will be stored in the custodial closets.

VI. SECURITY REQUIREMENTS

The County operates and provides services for the Probation Facilities. Contractors and their employees who perform services in these facilities will be required to pass a security screening process and to adhere to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

Contractor personnel, who will be used to perform contracted services, will be required to pass a background check before receiving clearance to enter the facilities. Contractor shall call 714-569-2182 and set an appointment for the staff that is going to services the Probation Youth facilities. BACKGROUND APPOINTMENTS MUST BE SET-UP IN ADVANCE BEFORE STARTING TO WORK.

All forms required shall be filled out thoroughly and accurately. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. When clearance is denied the County does not, nor is it obligated to, give reason why clearance has been denied.

Contractor acknowledges that Contractor employees who attempt to enter a secured facility, who have not passed the background check; who have falsified information on their forms; or who have outstanding wants or warrants may be delayed and/or detained by Sheriffs personnel and/or Probation personnel. With the exception of demands related to the performance of the contract, Contractor and his employees will comply with all directions and orders issued by the Probation Department's personnel. (Issues relating to the performance of contracted services shall be at the direction of the Contract Contractor or Facilities Operations Coordinator.) In rare occurrences, workers may be asked to leave the facility prior to the completion of their work, or they may be detained within a facility until an incident is resolved.

A. Contractor shall ensure that:

1. All vehicles parked on site shall be locked and thoroughly secured at all times.
2. All tools and materials shall remain in possession of the user at all times and shall never be left unattended.
3. All lost or misplaced tools shall be reported immediately to the security staff or escort personnel.
4. All materials, especially those materials that could be used to inflict injury such as nails, wire, wood, etc. shall be continuously cleaned up and removed from the work site as work progresses.

B. Workmen shall:

1. Have no contact, either verbal or physical, with internees in the facility.

Specifically:

- a. Do not give names or addresses to internees.
- b. Do not receive any names or addresses from internees.
- c. Do not disclose the identity of any internee to anyone outside the facility.
- d. Do not give any materials to internees, especially cigarettes, matches, tools, etc.
- e. Failure to comply with these requirements is a criminal act and can result in prosecution.

2. Plan their activities to minimize the number of times they must enter and exit a facility. i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
3. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.
4. If delay or cancellation is necessary, immediately contact the designated on-site Building Coordinator and/or the Site Supervisor.
5. Report to the Control Desk or on-site Building Coordinator upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the on-site Coordinator.
6. Report to the Control Desk or the on-site site Building Coordinator when leaving the facility, either temporarily or at the end of the workday.
7. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site Building Coordinator.
8. Securely close and check all doors to ensure that they are tightly closed and locked.

VII. BUILDING COORDINATORS FOR THE MANCHESTER OFFICE BUILDING

Rowena Darvin 1 ST , 4 th Floors-Probation	714-935-7812
Susan Chicas 5 th Floor-Probation	714-935-6015
Vick Barrage 2 nd Floor-Probation	714-935-6694
Tina Aguilar 2 nd Floor-Health Care Agency	714-935-6363
Ann Shackelford 3 rd Floor-SSA	714-935 6044

VIII. SERVICE AREA INFORMATION

Manchester Office Building
301 City Drive, Orange

<u>Type of Facility</u>	<u>Volume of Usage</u>
Staff offices	Moderately to Heavy
Staff break room	Moderate
Public restrooms	Very Heavy 1st floor
Employee restrooms	Moderate
Reception	Heavy
Lobbies and corridors	Moderate to Heavy
Copy rooms	Moderate
Private restrooms	Moderate

County Agency/Department Occupants

Probation
Social Services Agency
Orange County Sheriff
Health Care Agency

The following area measurements for the facility are approximate. There may be variations due to relocation of partitions or other modifications.

FACILITY MOB	SIZE	SQUARE FEET (INSIDE)		SQUARE FEET (OUTSIDE)	TOTAL AREA (SQ. FT) TO BE CLEANED	AVERAGE NUMBER OF EMPLOYEES	AVERAGE DAILY NUMBER OF CLIENTS	NUMBER OF RESTROOMS
		TILE	CARPET/OTHER					
Manchester Office Bldg	Multi-story	56,758	30,000 Carpet 26,758 Hard Surface	1,141	56,899	450	700-800	21

IX. OPERATIONAL HOURS/HOURS OF DAY PORTER AND JANITORIAL SERVICES

HOURS FOR MOB	MON	TUES	WED	THURS	FRI	SAT	SUN
A. Regular hours facility is open to public and employees	7:00 a.m. 5:00 p.m.	7:00 a.m. 5:00 p.m.	7:00 a.m. 5:00 p.m.	7:00 a.m. 5:00 p.m.	7:00 a.m. 5:00 p.m.	7:00 a.m. 2:00 p.m.	---
B. Day Porter Hours	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	--	--
C. Hours the facility is available for Contractor to provide service.	6:00 p.m. 2:00 a.m.	6:00 p.m. 2:00 a.m.	6:00 p.m. 2:00 a.m.	6:00 p.m. 2:00 a.m.	6:00 p.m. 2:00 a.m.	3:00 p.m. 2:00 a.m.	--

5. **SEVEN OAKS DAM** ***** Service start date May 1, 2010 *****
32330 Santa Ana Canyon Road, Highland
Mondays, Fridays, Corporate Building
Wednesdays, Portables and Butler building

I. RESTROOMS:

Daily:

- Clean and refill soap, towel, toilet tissue, sanitary napkins, paper cups, and toilet seat cover dispensers. Sufficient extra supplies shall be provided to last until next servicing.
- Thoroughly clean, disinfect and deodorize all surfaces (to include underneath) of toilets, urinals, wash bowls, sanitary napkins dispensers, and lavatory tops with an approved germicidal cleaner and/or acid base chemical able to remove any water deposits or stains.
- Clean and polish mirrors.
- Sweep and wet mop all tile and concrete floors with an approved germicidal cleaner.

- E. Empty and clean waste paper containers and change waxed bag in sanitary napkin disposal receptacles.
- F. Remove graffiti from walls, doors, and partitions.
- G. Unstop common toilet stoppages with plunger.
- H. Spot clean all doors, handles, partitions, windows and walls.
- I. Thoroughly clean and disinfect shower floors, walls and fixtures.
- J. Dust and wipe down all wood trim.
- K. Notify CONTRACT Inspector of any major repairs; utilize the message clipboard inside of an assigned Janitor closet.

Weekly:

- A. Clean and wet-wipe down walls around plumbing fixtures and door hardware, with an approved germicidal cleaner.
- B. Add water and disinfectant to all floor drains.
- C. Wash all ceramic tile walls.

Quarterly:

- A. Machine scrub with light buffing pad. Disinfect floors with an approved germicidal cleaner. This shall include, but not be limited to, removal of all discoloration and material build-up in/on grout and around fixtures. Seal all concrete floors with a minimum of two (2) coats of sealer.
- B. Clean vents, including removal of vent plate and brushing and vacuuming around and into duct.

II. SHOWER ROOM:

- A. Thoroughly clean and disinfect the shower's bench, walls and floors.
- B. Clean tile walls and grout area between tile with approved non abrasive cleansers.
- C. Sweep and wet mop the shower room floor daily with approved germicidal cleanser.
- D. Clean shower room door interior and exterior of any markings.
- E. Clean and polish all chrome fixtures.
- F. Remove cobwebs from ceiling and along walls of shower room.

III. OFFICE, CONFERENCE ROOMS AND BUILDING AREAS:

- A. Sweep all concrete floor areas prior to mopping with a sweeping compound.

- B. Empty ALL waste baskets and trash containers and carry trash to designated area. Change liners which are soiled or torn.
- C. Shake out all entry rugs.
- D. Clean and polish drinking fountain and tile display.
- E. Clean outside all entrance and exit areas, and clean and service ash trays and sand urns.
- F. Keep custodial closet clean and orderly.
- G. Remove all graffiti.
- H. Vacuum all carpeted floors and entry rugs, and remove any spots.
- I. Clean and mop all concrete and tile floors.
- J. "Detail sweep" all areas.
- K. Clean all areas soiled by spills.
- L. Clean table tops, sink, appliances and counters in employee kitchen/lunch room.
- M. Remove marks and spots from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all concrete and tile floors.
- N. Sweep sidewalks, porches, ramps, and exterior steps.
- O. Clean all computer, electronic equipment and chairs.
- P. Dust all interpretive displays these may be very sensitive to touch.

Windows:

All interior and exterior windows must be cleaned once every two weeks. An eight (8') ladder is required to clean the windows effectively

Window Sills and Frames:

The window sills and frames must be wiped clean of all debris or spotting caused by window cleaning.

Monthly:

- A. Remove spots and marks from resilient floors other than corridors and traffic lanes.
- B. Dust bookcases and book shelves.
- C. Spot clean Naugahyde and other plastic covered furniture.
- D. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, and partition frames.

- E. Clean around rubbish disposal area.

Quarterly:

- A. Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners. Replace liners more frequently if soiled or damaged.
- B. Brush and clean ceiling vents and grills, including removal of vent plate and vacuuming around and into duct. Remove dust that accumulates on top of the air conditioning and heating ducts. An eight foot (8') ladder shall be required to clean the top of ducts effectively. Vacuuming would be the best method for removing dust so as not to spread dust to other parts of the facility.
- C. Cleaning of all wood window sills, frames, doors and door jams. See cleaning supplies for type of cleanser and oil finish.
- D. Strip all concrete floors, wax and buff (or apply approved non-buff floor finish).
- E. Shampoo and pile lift all carpets and entry rugs or deep clean by pressure extraction process and pile lift, as specified by Procurement and Scheduling Supervisor.
- F. Immediately following carpet cleaning apply a protective chemical such as Scotchguard or equal as approved by Contract Manager.
- G. Dumpsters and other trash containers are provided for disposal of trash. CONTRACTOR shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor. Contractor shall not recycle trash or store recycled material on the premises.

IV. CUSTODIAL CLOSETS

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any toxic materials must be stored, it shall be labeled with name and proper antidotes.

All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel is to be kept clean, and polished at all times. Quality of cleaning materials and supplies to be provided: All cleaning supplies, materials, and tools used in the performance of this Contract shall be good commercial quality, suitable for the purpose intended, and provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply, or tool which may damage County property or which may be a risk to employees, the public, or others using County Facilities.

V. BUILDING COORDINATORS FOR THE SEVEN OAKS FACILITY:

Jessie Prado (714) 955-0257

VI. DESCRIPTION OF FACILITY TO BE SERVICED

FACILITY 7 Oaks	SQ. FT. INSIDE BUILDING			SQ. FT. OUTSIDE BUILDING	TOTAL TO BE CLEANED	AVG. NO. COUNTY EMPLOYEES	AVG. NO. CUSTOMERS PER DAY
	HARD SURFACE	CARPET	OTHER				
Corporate Bldg	550	3675	--	--	4225	6	6
Portables & Butler Bldg	3500	2580	--	--	6080	3	3

VII. OPERATIONAL HOURS OF SERVICED FACILITY

OPERATIONS 7 Oaks	MON	TUES	WED	THURS	FRI	SAT	SUN
Regular hours facility is open to public and employees	6:00 am to 4:30 pm	6:00 am to 4:30 pm	6:00 am to 4:30 pm	6:00 am to 4:30 pm	6:00 am to 4:30 pm	--	--
Number of employees	6	6	6	6	6	--	--

VIII. HOURS FOR SERVICE: (Minimum hours of service 3 hours a day, 3 times a week)

HOURS FOR SERVICE 7 Oaks	SUN	MON	TUE	WED	THUR	FRI	SAT
Hours facility is available for service	--	6:00 pm to 9:00 pm	--	6:00 pm to 9:00 pm	--	6:00 pm to 9:00 pm	--

6. SUMMARY DAILY SERVICE HOURS/MINIMUM NUMBER OF WORKERS**I. Minimum number of daily service hours (including Day Porter for MOB)**

Service Hours	Fruit St Complex	MOB	7 OAKS
Mon	11	24	3
Tue	11	24	--
Wed	11	24	3
Thu	11	24	--

Service Hours	Fruit St Complex	MOB	7 OAKS
Fri	11	24	3
Sat	--	--	--
Sun	--	--	--

- II.** Minimum number of workers (includes 1 Supervisor): Note -- Contractor is expected to provide the required level of service regardless of actual hours listed. The listed hours does not include the required monthly, quarterly, semi-annual and annual services.

Number of Workers	Fruit St Complex	MOB	7 OAKS
Mon	2	3	1
Tue	2	3	--
Wed	2	3	1
Thu	2	3	--
Fri	2	3	1
Sat	--	--	--
Sun	--	--	--

**ATTACHMENT B
CONTRACTOR PRICING**

- I. COMPENSATION:** This is an all-inclusive, firm fixed-price Contract between the County and Contractor for Janitorial Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall not pay any sum in excess of the total contract amount or fixed-prices specified below, unless work is authorized by Amendment in accordance with articles "29" and "44" of the County Contract Terms and Conditions.

- II. FEES AND CHARGES:** County will pay the following prices in accordance with the provisions of this Contract.

A. Total Monthly Cost

Service Description	Fruit St Complex	MOB	7 OAKS*
General Janitorial Cost per Month	\$1,733.00	\$2,600.00	\$141.00
Hours/ Month	217	325	17
Floors Cost per Month	\$385.00	\$390.00	\$71.00
Hours/ Month	42	41	8
Supervision Cost per Month	\$197.00	\$200.00	\$36.00
Hours/ Month	22	22	4
Day Porter per Month	n/a	\$2,093.00	n/a
Insurance/ Benefits for above per Month	\$409.00	\$562.00	\$44.00

Service Description	Fruit St Complex	MOB	7 OAKS*
Monthly Cost for Supplies, Tools and Equipment	\$712.00	\$953.00	\$113.00
Monthly Cost for Indirect Expenses & Profit	\$86.00	\$123.00	\$12.00
Carpet Cleaning	\$21.00	\$21.00	\$4.00
Window Cleaning	\$10.00	\$220.00	\$10.00
TOTAL MONTHLY COST	\$3,553.00	\$7,162.00	\$431.00

* Start date for 7 Oaks is May 1, 2010

B. Schedule of Deductions (Total Monthly Deductions)

In accordance with Attachment "A", Section 2, Item XI; the County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

Service Task	Fruit St Complex	MOB	7 OAKS
Restrooms	\$730.00	\$1,034.00	\$87.00
Floor Cleaning & Spray Buffing	\$290.00	\$277.00	\$35.00
Floor waxing & stripping	\$290.00	\$277.00	\$35.00
Trash Removal	\$730.00	\$1,034.00	\$87.00

Service Task	Fruit St Complex	MOB	7 OAKS
General Dusting & Cleaning	\$1,460.00	\$2,067.00	\$172.00
Carpet Cleaning	\$35.00	\$33.00	\$4.00
Window Cleaning	\$18.00	\$347.00	\$11.00
Day Porter		\$2,093.00	
TOTAL Monthly Deductions	\$3,553.00	\$7,162.00	\$431.00

C. Total Cost Per Year: ~~\$133,752~~ 157,824

D. Additional Work:

Any additional services not listed in the Contract must be approved by the County Project Manager in accordance with Attachment "A", Section 2, item XIII

Additional Work shall not exceed \$ 1,000

E. Total Contract Amount Shall Not Exceed: ~~\$134,752~~ 158,824

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred twenty (120) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract.

- VI. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

- VII. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Tasks/Services (as specified above)
8. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
9. Total
10. Taxpayer ID number

Invoices and support documentation are to be forwarded as follows:

Fruit Street Complex

7 Oaks and 6% MOB

\$ 4,413.72/mo

\$52,964.64/yr

16% MOB

\$ 1,145.92/mo

\$13,751.04/yr

21% MOB

\$ 1,504.02/mo

\$18,048.24

57% MOB

\$ 4,082.34/mo

\$48,988.08

**OC Public Works – ~~Purchasing & Contracts~~
Procurement Services**

Accounts Payable

300 North Flower

Santa Ana, CA 92703

Health Care Agency

Accounts Payable

PO Box 689

Santa Ana, CA 92702-0689

Social Services Agency

Accounts Payable

1505 East Warner Avenue, Suite C-108

Santa Ana, CA 92705-5419

Probation

Accounts Payable

PO Box 10260

Santa Ana, CA 92711-0260

EXHIBIT I
STORMWATER MODEL MAINTENANCE PROCEDURES

	<h2 style="margin: 0;">BUILDING MAINTENANCE AND REPAIR</h2>
<p>Stormwater runoff from building repair, remodeling, and other maintenance activities can be contaminated with toxic hydrocarbons in solvents, other toxic organic compounds, suspended solids, heavy metals, abnormal pH, and oils and greases. Specific activities may involve one or more of the following:</p> <ol style="list-style-type: none"> 1. Building Maintenance 2. Material Storage 3. Building Cleaning 4. Graffiti Cleaning 5. Painting 	

POLLUTION PREVENTION:

Pollution prevention measures have been considered and incorporated in the model procedures. Implementation of these measures may be more effective and reduce or eliminate the need to implement other more complicated or costly procedures. Possible pollution prevention measures for building maintenance and repair include:

- Use dry cleaning methods whenever feasible.
- Use a waterless and non-toxic chemical cleaning method for graffiti removal.
- Once per year, educate municipal staff on pollution prevention measures.

MODEL PROCEDURES:

1. Building Maintenance

<p>General Guidelines</p> <p style="text-align: center;"><i>See Minor Construction procedure sheet</i></p>	<ul style="list-style-type: none"> ✓ Review maintenance activities to verify that they minimize the amount of pollutants discharged. Keep accurate maintenance logs to evaluate materials removed and improvements made. ✓ If when repairing roofs, small particles have accumulated in the gutter, either sweep out the gutter or wash the gutter and trap the particles at the outlet of the downspout. A sock or geofabric
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	<p>placed over the outlet may effectively trap the materials. If the downspout is tight lined, place a temporary plug at the first convenient point in the storm drain and pump out the water with a vacor truck and clean the storm drain inlet where you placed the plug if necessary.</p> <ul style="list-style-type: none"> ✓ If water is used for cleaning out gutters, seal storm drain inlets to prevent water from entering. Either direct the water to a landscaped area or dispose of properly. ✓ When the work involves exposing large areas of soil, employ the appropriate soil erosion and control techniques. ✓ Clean storm drain inlets in the immediate vicinity of the construction activity after it is completed if necessary. <p>OPTIONAL:</p> <ul style="list-style-type: none"> • Recycle residual paints, solvents, lumber, and other materials
<p>Good Housekeeping</p>	<ul style="list-style-type: none"> ✓ Keep the work site clean and orderly. Remove debris in a timely fashion. Sweep the area. ✓ Cover materials of particular concern that must be left out, particularly during the rainy season. ✓ Do not dump waste liquids down the storm drain. ✓ Properly dispose of wash water, sweepings, and sediments; do not allow these materials to enter the storm drain.
<p>Spill Response</p> <p><i>Also see Spill Prevention and Control procedure sheet</i></p>	<ul style="list-style-type: none"> ✓ Clean up spills immediately. ✓ If a spill occurs on dirt, excavate and remove the contaminated (stained) soil.

2. Material Storage

<p><i>Also see Material Storage/ Handling/ Disposal procedure sheet</i></p>	<ul style="list-style-type: none"> ✓ Properly store and cover materials that are normally used in repair and remodeling such as paints and solvents, to protect them from rain. ✓ Properly store and dispose waste generated from the activity.
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3 Building Cleaning

<p>General Guidelines</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>➔ <i>Note: Permission must be obtained for any discharge of wash water to the sanitary sewer from the local sewerage agency.</i></p> </div>	<ul style="list-style-type: none"> ✓ When cleaning building exteriors and walls composed of glass, steel, or painted surfaces with no lead or mercury: <ul style="list-style-type: none"> - Do not allow wash water to enter the storm drain. - When washing without soap, discharges can be directed to landscaped or dirt areas. - When washing with soap, direct discharges to the sanitary sewer if permitted to do so or vacuum/pump water to a tank
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	<p>and dispose of properly</p> <ul style="list-style-type: none"> ✓ When washing building exteriors painted with lead-based or mercury additive paint: <ul style="list-style-type: none"> - Do not allow discharges to enter storm drain - Vacuum/pump discharges to a tank - Dispose of as a hazardous waste as needed ✓ When acid washing mineral deposits: <ul style="list-style-type: none"> - Do not allow discharges to enter storm drain. - Rinse treated area with alkaline soap and direct washwater to a landscaped or dirt area - Alternatively, washwater may be collected and neutralized to a pH between 6 and 8, and disposed of properly. <p>OPTIONAL:</p> <ul style="list-style-type: none"> • If cleaning agents are used, select biodegradable products whenever feasible.
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4. Graffiti Cleaning

<p>Graffiti Removal</p> <p><i>Also see Roads, Streets, and Highways Operation and Maintenance procedure sheet.</i></p>	<ul style="list-style-type: none"> ✓ Avoid graffiti abatement activities during rain events. ✓ When graffiti is removed by painting over, implement the procedures under Painting and Paint Removal in the <i>Roads, Streets, and Highway Operation and Maintenance</i> procedure sheet. ✓ Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and/or by using absorbent and properly disposing of the absorbent. ✓ Note that care should be taken when disposing of waste since it may need to be disposed of as hazardous waste. ✓ OPTIONAL: ✓ Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).
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5. Painting

<p>General Guidelines</p>	<ul style="list-style-type: none"> ✓ Develop paint handling procedures for proper use, storage, and disposal of paints. ✓ Painting operations should be properly enclosed or covered to avoid drift. ✓ If transporting paint and materials to and from job sites, use containers with secure lids and tie down to the transport vehicle. ✓ Test and inspect spray equipment prior to starting to paint. Tighten
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	<p>all hoses and connections and do not overfill paint container.</p> <ul style="list-style-type: none"> ✓ Mix paint indoors before using so that any spill will not be exposed to rain. Do so even during dry weather because cleanup of a spill will never be 100% effective. ✓ Transfer and load paint and hot thermoplastic away from storm drain inlets. ✓ Replace paints containing lead or tributyltin with less toxic alternatives. ✓ Where there is significant risk of a spill reaching storm drains, plug nearby storm drain inlets prior to starting painting and remove plugs when job is complete. ✓ If sand blasting is used to remove paint, cover nearby storm drain inlets prior to starting work and collect wash water and dispose of properly. ✓ If painting requires scraping or sand blasting of the existing surface, use a ground cloth to collect the chips. Dispose of the residue properly. ✓ If using water based paints, clean the application equipment in a sink that is connected to the sanitary sewer. ✓ Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal. Waste solvents or oil based paints must be disposed of as hazardous waste.
<p>Paint Disposal</p>	<ul style="list-style-type: none"> ✓ Paints containing lead or tributyl tin are considered a hazardous waste and must be disposed of at an appropriate hazardous waste facility. ✓ Properly store leftover paints if they are to be kept for the next job. <p>OPTIONAL:</p> <ul style="list-style-type: none"> • Recycle paint whenever possible.

LIMITATIONS:

Safer alternative products may not be available, suitable, or effective in every case.

REFERENCES:

California Storm Water Best Management Practice Handbooks. Municipal Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Oregon Association of Clean Water Agencies. Oregon Municipal Stormwater Toolbox for Maintenance Practices. June 1998.

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated October 2000.

**EXHIBIT 2
 VENDOR CLEARANCE PROCESS**

ORANGE COUNTY PROBATION DEPARTMENT
 909 N. Main St., Suite 1
 Santa Ana, CA. 92701
 (METERED PARKING IS AVAILABLE)

VENDOR CLEARANCE PROCESS

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a background investigation, including being fingerprinted. The background investigation process takes a minimum of two weeks to complete.

Note: A number of situations will prevent you from clearing this process including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest, or pending criminal matters.

To begin the clearance process you must:

1. Call and make an appointment with:
 - **Norma Martinez (714) 569-2182**
2. On the day of your appointment, report to street level reception at the Santa Ana Office.
3. Bring the following required identification with you to your appointment:
 - Government issued picture identification (i.e. driver's license)
 - Valid Social Security Card (a photocopy is not acceptable)

(Note: If you do not have the required identification, you will not be permitted to proceed with the clearance process.)

Do not contact the Probation Department for clearance results. The results will be forwarded to the Probation Department's project coordinator and you will be notified.