

SERVICE AGREEMENT

This agreement is made this 6 day of June, 2017, between UNISERVE FACILITIES SERVICES CORPORATION ("Contractor") and PALISADES CHARTER HIGH SCHOOL ("Customer").

1. **SERVICES.** Contractor will provide those services listed in the Scope of Work portion of this proposal. Contractor and Customer may modify the scope of the Scope of Work & Staffing from time to time upon their mutual agreement. Contractor shall have supervisors on call 24 hours a day, seven days a week. Qualified, trained and experienced personnel will direct all work.

2. **TERM.** This agreement shall be in effect "July 1st, 2017 through June 30th, 2018 and shall be renegotiated each "June" prior to City of L.A. Min. Wage Ordinance #183612, annual July 1st increase (attached) and mutually agreed to, if not terminated in accordance with this agreement ("Term").

3. **CHARGES.** Customer shall pay Contractor in accordance with selected Cost Proposal. Contractor shall have the right to change its price charged to Customer, upon ninety days (90) prior written notice to Customer. Payment shall be due within Thirty days after presentation of an invoice. Any payment not made in a timely manner shall accrue interest at a rate of one and one-half percent (1.5%) per month.

4. TERMINATION.

a. Customer may terminate this agreement on thirty days prior written notice:

i. If the Customer is materially dissatisfied with the quality of Contractor's service, and Customer has given Contractor written notice of the nature and specifics of Customer's dissatisfaction, and Contractor has not remedied the cause of the dissatisfaction within a thirty day period;

ii. If Contractor has increased its prices to Customer, provided Customer gives notice of intent to terminate due to the price increase within thirty days, and provided further, Contractor has not agreed to revoke its announced price increase with said thirty day period;

iii. If the premises are destroyed and Customer vacated the premises and does not intent to restore or rebuild the premises;

iv. If the Customer is no longer legally occupying or using the premises, upon Customer's vacating the premises.

b. Contractor may terminate this agreement with a Thirty Day notice for non-payment.

c. Either party may terminate this agreement on not less than sixty days written notice prior to the end of any Term.

5. **INDEMNIFICATION.** Contractor shall indemnify and hold Customer harmless from claims for injury, death and property damage due to negligent acts and omissions of Contractor, its agents and employees which arise out of the work performed under this agreement. Contractor shall not be liable for delay, loss or damage to the extent caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. Contractor will not be liable for any lost profits, lost savings, incidental damages or economic or consequential damages, even if Contractor has been advised of such damages. Customer agrees to keep its facilities in a safe condition and in conformance with federal, state and local laws, ordinances and regulations. Contractor shall not be liable for disposal of documents or valuable items, other than office furnishings, left on floors, and Customer shall indemnify and hold Contractor harmless from claims, including workers' compensation claims, resulting from the condition of any premises or equipment belonging to or occupied by Customer.

6. **INSURANCE.** Contractor shall maintain Comprehensive Bodily Injury, Property Damage and Liability and Compensation Insurance during the Term. In addition, Contractor shall cover each of its employees under a blanket fidelity bond.

7. **INDEPENDENT CONTRACTOR.** Contractor (UNISERVE) shall be an independent contractor. Nothing in this agreement shall be construed to interfere or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. Contractor shall be responsible for its own payroll, FICA, FUTA, SDI, Federal and state withholding taxes and any and all other taxes relating to the services and shall indemnify and hold Customer harmless for any of the above-described taxes.



**SCOPE OF WORK – PALISADES CHARTER HIGH SCHOOL
GENERAL REQUIREMENTS (Rev. 06 16 17)**

A. Daily service five (5) days per week

1. Empty all trash containers throughout campus, including but not limited to: in classrooms, restrooms, offices, hallways/walkways, quads, cafeteria eating areas) and gym/locker rooms, etc.
2. Reline with fresh bags. Deposit refuse in the loading dock trash bins.
3. Clean and disinfect all desks, countertops and tables in all classrooms, offices, other rooms, etc.
4. Damp-wipe furnishings, equipment in all classrooms (cubbies, classroom cabinets), inside not included
5. Dust all office furniture (chairs, file cabinets, book shelves, computers, and desk).
6. Wipe interior window ledges and all other flat surfaces, including countertops.
7. Clean all building entry doors and surrounding glass.
8. Clean interior and exterior windows in foyer.
9. Clean and wipe stainless steel, chrome, and brass fixtures.
10. Clean all interior doors and wipe clean kick plates.
11. Clean and disinfect sinks, washbasins in all rooms, including kitchen/lunchroom.
12. Spot clean walls as needed, including light switch covers.
13. Vacuum all carpeted areas on campus in the classrooms and offices. Vacuum cleaner must contain a Heppa filter.
14. Mop all interior vinyl, tile and concrete flooring throughout facility.
15. Clean and disinfect telephones.
16. Refill all paper products and soap dispensers in all locations.
17. Clean and disinfect toilets/partition tile surfaces.
18. Clean and disinfect restroom floors and locker rooms.
19. Clean all mirrors.
20. In addition to all interior countertops, wipe down all outside countertops, including drinking basins.
21. Damp mop kitchen/cafeteria floors (front area only).
22. Spot clean carpets

23. Dust/Wipe computer surfaces with duster type of material. Wipe excessive fingerprints/grime off monitors/screens. PCHS will supply chemical/product for this task.
24. Class room rugs (vacuum only)
25. Stairwells – sweep and/or blow debris
26. Eraser boards (DO NOT CLEAN – Unless specifically requested to do so by Operations), must only use approved cleaner provided by PCHS.
27. Clean Mercer & Gilbert Hall stages (and Mercer Light Room), insure stages are cleaned daily.
28. Clean Gym Bleachers
29. Disinfect Tables tops for all Student/Teacher common eating areas, pressure washing will be provided and agreed to with existing labor.
30. Pool: Host down 3 x's week - Daily disinfect both pool restrooms nightly
31. Stadium: General trash cleanup on field, track, stands, walkways, restrooms, LAX Shack, etc.
32. All references to anything to be done to restrooms in any section of this scope document need to include all restrooms, whether student, adult, main campus, gym, locker rooms, Home & Visitors in Stadium, etc.
33. Identification & Reporting to Supervisors of anything seen broken, not functioning properly, or missing. Supervisors reporting these items to FacilitiesHelp@palihigh.org

B. Weekend two (2) days per week (Sat/Sun) – *Extra Staffing Cost

1. Open gym/stadium offices if/as needed
2. Follow instructions from Supervisor/PCHS Mgmt.
3. Close all doors and lock gates if/as needed
4. Police entire campus (main and stadium) for trash
5. 1 & 2 above to only be done when specifically requested by PCHS Operations or Security

C. Weekend (Sat/Sun) Services

- Clean & Mop Large & Small Gyms
- Clean Gym & Aquatic Center Restrooms
- Continuous Campus Gum & Graffiti Removal – scrapers will be used.

- Police entire campus (main and stadium) for trash. Especially all Weekend Permit areas being used

D. Weekly Service will be performed every Friday

1. Clean and disinfect trash containers.
2. Dust/Wipe all baseboards.
3. Clean exterior (only) of appliances in the classrooms, staff lounge and staff work room.
4. Apply deodorizers in restroom drains if requested, PCHS to provide chemical.
5. Clean A-Buildings Offices when possible: HR, CBO, Operations, etc.
6. Check/Replace all Air-Fresheners
7. Clean back of seats in Gilbert Hall

E. Monthly Service

1. Clean baseboards throughout facility.
2. Dust and clean all facility vertical blinds.
3. Deep scrub of all restrooms, locker tiled floors/showers and machine scrub cafeteria
4. Dust all exterior light fixtures
5. Dust all vents

F. Quarterly Service

1. Dust/wipe all baseboards, chairs & table legs.
2. Clean and shampoo all carpet
3. Pressure wash all hallways – (during 4 major breaks: Thanksgiving, Winter, Spring & Summer with existing staff only)

G. Annual or Major Breaks Service

1. Strip and wax floors (during "Summer" break only) use existing staff only to perform duties as same FTE count. All mobile classroom furniture will be moved out to insure floors are done.
2. PCHS will be *responsible for supplying* all chemicals: stripper/wax/stripping pads. UNISERVE will supply all equipment necessary
3. Detail Cleaning of targeted classrooms/rooms/spaces
4. Power washing of targeted exterior areas
5. Clean out of light fixtures of dust, bugs, etc. max height of 12'
6. Dust and clean all facility vertical blinds (PCHS to remove for us to Clean, then PCHS to reinstall)

H. In-Scope General Services:

1. Additional misc. help preparing for, during, and post major large-scale events occurring during normal shifts. Things including but not limited to: Pep Rallies, Unity Day, Graduation, etc.
Standard shift duties to be appropriately adjusted/reduced to counteract the time for this help.
2. Other duties as assigned so long as they do not adversely affect standard-shift responsibilities without standard shift duties being appropriately adjusted/reduced to counteract the time for this help on any given day.

I. Out of Scope Services – *Extra Charge Quote as requested

3. Clean upholstery: Office chairs, staff lounge sofa and loveseat, classroom easy chairs, etc.
4. School Events which require additional labor where no reduction is made in daily standard duties as agreed to
5. Summer and Winter Break staff are to only be utilized for Janitorial oriented services or typical skills for such staff. If tasks outside these general guidelines are needed, PCHS will submit a request for such labor and any staffing pulled for other duties will be only replaced when PCHS request in writing. Duties will be agreed to with UNISERVE to insure the Health/Safety of our staff.



Holidays Staff will "not" work but will be *paid:

- New Years Day
- Memorial Day
- Labor Day
- 4th of July
- Thanksgiving Day
- Christmas Day

*If staff are requested to work any noted holiday, client will be charged for the over time cost.

Any Extra labor Requested will be quoted and PCHS will be required to sign off prior to start of work with a Service Request form or E-mail from PCHS.

COST

Revised July 1st, 2017 - June 30th, 2018

Nine (9) Full Time Employees at 8.0 hrs. each

Monthly: \$31,852.19 Yearly Cost: \$382,226.28

- 1 - Day Time Working Supervisor (5 days a week - Mon - Fri)
- 2 - Day Porters (5 days a week - Mon - Fri)
- 1 - Night Time Working Supervisor (5 days a week - Mon - Fri)
- 5 - Night Cleaners (5 days a week - Mon - Fri)

Client may reduce labor during Winter/Summer break at a *weekly savings* of \$808.19 or 40.0 hours per (1) FTE, which will mutually agreed to; as scope of work will be reduced/modified.

Extra Labor Rates:

Straight Time: \$20.42

Over Time: \$26.55

Double Time: \$34.71 - must be authorized by PCHS

Weekend Staffing As Requested:

Saturday - 8.0 hours at straight time

Sunday - 8.0 hours at straight time

\$1,429.40 monthly ave. cost or \$17,152.80 annually.

Labor may only increase with written request via e-mail by PCHS management.