

SERVICE AGREEMENT

This agreement is made this 15 day of June, 2018, 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 and/or 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, 2018 through June 30th, 2019 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' (30) 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 (30) 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 (30) 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 (60) 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.

8. **REPRESENTATION AND WARRANTIES.** Each person signing this agreement represents and warrants as follows:

**PALISADES CHARTER HIGH SCHOOL
JANITORIAL SERVICES SCOPE OF WORK
GENERAL REQUIREMENTS**

A. Daily Service (Mon thru Fri):

1. **RESTROOMS:** Clean, wipe, disinfect, sweep, mop, toilets, sinks, washbasins, partition tile surfaces, stainless steel, chrome and brass fixtures, mirrors, refill all consumable/paper products and soap dispensers, graffiti removal, empty trash, reline with fresh bags. Deposit properly all cleaned up material in proper/designated bins.
2. Fill out restroom checklist for each cleaning, and replace filled up checklists as needed. Preserve all filled up checklists for the entire semester just in case anyone asks for proof of prior cleaning.
3. 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, Aquatic Center, Stadium, Pali Academy, etc.
4. **MGAC/POOL:** Nightly empty trash in office and general facility and hose down and disinfect both restrooms
5. **CLASSROOMS/OFFICES/ KITCHEN/LUNCHROOM/OTHER ROOMS** – Regular trash removal plus clean/disinfect all items including but not limited to: desks, tables, countertops, telephones, sinks, washbasins, and mop all interior vinyl, tile, concrete flooring throughout facilities. Also when needed to help remove gum/graffiti. Please remember to leave all light switches in rooms with lights activated by sensors in the up/on position and when done to double-check all doors are closed, latched, locked. Report anything not working properly, including but not limited to: light switches/fixtures/bulbs, electrical outlets, door knobs/handles/latches/locks, etc. – We’re not asking Custodians to check all of these things every time they enter a room, but we are asking them be on the lookout for such things during the course of their work and to report all instances of these types of things they see.
6. In addition to all interior countertops, wipe down all outside countertops, including drinking fountains and basins.
7. Vacuum all carpeted areas on campus in the classrooms and offices. Vacuum cleaner must contain a Heppa filter. Offices w/rugs such as but not limited to: CFO, HR, Director of Ops, Business, etc. can be scheduled with respective parties by AM/PM Supervisors)

8. Spot clean carpets AS needed
9. Dust/Wipe computer surfaces with duster type of material. Wipe excessive fingerprints/grime off monitors edges/frame/base (not screens) on a weekly basis.
10. Damp-wipe furnishings, equipment in all classrooms (cubbies, classroom cabinets, etc.) - inside of desks/cabinets not included.
11. Dust all office furniture (chairs, file cabinets, book shelves, computers, and desk).
12. Wipe interior window ledges and all other flat surfaces, including countertops
13. Spot clean walls as needed, including light switch covers
14. Clean all building entry doors, interior and exterior windows in foyer, surrounding glass, interior doors and wipe clean kick plates, door closer, door jamb.
15. All references to anything to be done to **CLASS/OFFICES/ KITCHEN/LUNCHROOM/OTHER ROOMS** in any section of this scope document need to include all class/offices/kitchen cashiers area/lunchroom other rooms, whether Palisades Charter High School, main campus, Aquatic center, trailers, Stadium, Pali Academy, etc.
16. Police entire campus including Stairwells (main and stadium) for trash, sweep and/or blow debris in general, after nutrition/lunch including exterior walkways as custodians go from class to class(AM/PM)
17. Refill all paper products and soap dispensers in all locations.
18. Clean, wipe, disinfect, sweep, mop, empty trash in Gym areas including but not limited to: floors, bleachers, lockers, restroom, showers, PE offices, weight room, fitness center, basketball locker rooms, coach's offices, snack shop(AM)
19. Clean, wipe, disinfect, sweep, mop, spot wipe Gilbert Hall walls, wipe back of Gilbert Hall seats, gum removal, empty trash in Mercer Hall & Gilbert Hall areas including stages; green room, dressing rooms and restrooms. Pull trash from Mercer back exterior gated area (AM/PM)
20. Stadium: General trash cleanup on field, track, stands, walkways, restrooms, LAX Shack, etc. (AM)
21. Clean, wipe, disinfect tables & appliances and sweep, mop, empty trash in "Teacher's lounge" including outdoor patio area (AM)
22. General cleanup of all Student & Faculty/Staff common eating areas after breakfast, nutrition, lunch and late bus departure (~6pm), as well as disinfect/wipe tables tops (AM/PM)

23. Clean, wipe, disinfect, sweep, empty trash, Damp mop kitchen/cafeteria floors, restrooms and kitchen basin (AM)
24. Empty all trash and reline containers with fresh bags throughout campus, including but not limited to: classrooms, workrooms, offices, restrooms, hallways/walkways, quads, blacktops, baseball field, gym/locker rooms, cafeteria eating areas, entire stadium facility, Pali Academy, etc. Deposit trash properly in proper/designated bins (AM/PM)
25. Close and keep all trash bin lids near loading dock and behind cafeteria closed to not encourage wildlife (AM/PM)
26. Eraser boards (DO NOT CLEAN – Unless specifically requested to do so by Operations)(PM)
27. AM/PM supervisors are responsible to check PCHS website for planned events to coordinate with their teams in regards to cleaning the commonly used facilities that pertain to said events
28. Identification & Reporting to Supervisors of anything seen broken, not functioning properly, or missing. Supervisors reporting these items to FacilitiesHelp@palihigh.org (ideally with pictures)
29. Clean Loading Dock breakroom in similar fashion as other commonly used spaces at the end of each shift

B. Weekend Services (Sat/Sun):

- **Restrooms** - Clean male and female restrooms in gym lobby, pool, stadium (home and visitor sides), loading dock, copy room, A-Bldg. 1st Floor, Mercer Hall, Gilbert Hall
- **Trash** – Empty all trash and reline containers with fresh bags throughout campus, including but not limited to: classrooms, workrooms, offices, restrooms, hallways/walkways, quads, blacktops, baseball field, gym/locker rooms, cafeteria eating areas, entire stadium facility, Pali Academy, etc. – All areas potentially in use over any given weekend. Specially attention in terms of checking and providing trash service to all weekend permit areas being used (review online schedule for permit usage). Deposit all cleaned up materials properly in proper/designated bins.
- **Large & Small Gyms** - Dust (and mop any unusual/significant spill areas) with **Bona Pro Sport Floor Care Cleaner (Provided by PCHS)** at conclusion of gym use each day/night.
- **Gym Lobby** – Dust & Mop

- **Aquatic Center / Pool:** shower wall area deep bleach cleaning, floor scrubbing, cleaning and sanitizing locker exterior surfaces, toilet stall partitions, hand dryer, baby changing surfaces, water fountain
- **Stadium/Faculty Lot** - Blow Off and Broom as needed, especially Sunday late afternoon after the Farmer's Market has cleared out
- **Mercer Hall** – Dust & Mop
- **Covered Eating Area** – Wipe/Disinfect Tables
- **Gum & Graffiti Removal** - Continuous cleanup as needed/seen throughout campus
- **Check/follow permit schedule** for areas in use for pre and post use cleaning
- **Ad-Hoc** duties as requested by school on occasional weekends
- **Loading Dock Breakroom:** Clean breakroom in similar fashion as other commonly used spaces at the end of each shift

C. Weekly Service will be performed and Day of Week

1. Disinfect equipment in Fitness Room and Weight Room (Mondays and Thursdays)
2. Machine scrub MGAC/Pool restrooms and office floors (lifeguards will clear floor area). Detail scrub stall walls and hose down. (Friday and Monday)
3. Clean Gilbert Hall, Mercer Hall and/or Library before major uses including but not limited to Board Meetings, Faculty Meetings, PTSA Meetings, etc.
4. PM shift staff to distribute (2) boxes of tissue per class 2x week (Monday and Wednesday)
5. **FRIDAY NIGHT ONLY** - Restrooms cleaned at conclusion of permit use so they're ready for Saturday AM permit users for gym lobby, Pool, Stadium (home and visitor sides), Mercer Hall, Gilbert Hall
6. Clean around trash bins at loading dock and behind cafeteria after trash Co. picks up (Monday & Thursday – subject to change)
7. Clean elevator
8. Clean trailer offices behind J-Bldg and at Pali Academy
9. Sweep or leaf blow gated exterior area used by class J-100 out back

10. Clean exterior (only) of appliances in the classrooms, staff lounge and staff work room.
11. Clean Classroom and Workroom sinks throughout campus
12. Clean and stock custodian closets
13. Apply deodorizers in restroom drains if requested, client to provide chemical.
14. Clean A-Bldg Offices when possible: HR, CBO, Operations, Principal, etc.
15. Blow off basketball courts and tennis courts
16. Power Wash Cafeteria Covered Eating area and behind Cafeteria at Loading Dock area

D. Monthly Service:

1. Clean baseboards throughout campus.
2. Dust all exterior light fixtures and exterior cameras
3. Disinfect all door knobs, classroom sink faucets, and student desks
4. Check/Replace all Air-Fresheners & Deodorants throughout campus
5. Dust and clean all facility vertical blinds.
6. Dust all ceiling, wall and floor vents throughout campus
7. Thoroughly Clean Main Office, Nurse's Office and Breakroom Refrigerators
8. Clean/dust/wipe Aquatic Center interior office windows; locker room deep cleaning (surface and inside) and dust ceiling vents.

E. Quarterly Service

1. Dust/wipe all chairs, tables, stools, and their legs.
2. Clean and shampoo all carpets
3. Machine scrub all hallways with auto scrubber or pressure washer – During 4 major breaks:
Thanksgiving, Winter, Spring & Summer with existing staff only)
4. Buff Floors for A-Bldg 1st/2nd floor, Mercer, Gilbert, Teacher's Lounge, Copy Room
5. Clean/Wax A-Bldg 1st Floor Hallway Flooring

F. 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 movable classroom furniture to be moved out to insure floors are done.
2. PCHS will supply all chemicals: stripper/wax/stripping pads; Vendor to supply all equipment necessary
3. Detail cleaning of all classrooms/rooms/offices/spaces
4. Power-Washing of all exterior areas
5. Clean out of all interior and exterior light fixtures of dust, bugs, etc.
6. Clean and disinfect trash bins/containers
7. Deep scrub of all tile in restrooms, showers, locker rooms and cafeteria
8. Buff A-bldg 1st/2nd floor, Mercer, Gilbert, Teacher’s lounge and copy room
9. Wax A-Bldg Hallway Floors (1st & 2nd)

G. 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, Back-to-School Night, Incoming Parents Night, Senior Carnival, 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.

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

1. Clean upholstery: Office chairs, staff lounge sofa and loveseat, classroom easy chairs, etc.
2. School Events which require additional labor where no reduction is made in daily standard duties as agreed to
3. 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 Vendor to insure the Health/Safety of staff.
4. Holidays Staff will “not” work but will be *paid by vendor:
 - New Year’s Day (or equivalent day off if on a weekend)
 - Memorial Day
 - Labor Day
 - 4th of July (or equivalent day off if on a weekend)

- Thanksgiving Day
- Christmas Day (or equivalent day off if on a weekend)

*If staff are requested to work any noted holiday, PCHS will be charged for the overtime cost. Any extra labor requested will be quoted and PCHS will sign off prior to start of work with a Service Request form or E-mail from PCHS.