

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 19, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and MasterCorp Commercial Services, LLC, an Arizona company (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor ~~for~~ **Janitorial services.**

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through **July 19, 2026**, unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond **July 19, 2028**.

2. **Compensation.**

A. **Compensation.** As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor the total flat sum of ~~Four Thousand Seven Hundred and Forty Eight Dollars Three Thousand Nine Hundred Twenty Six Dollars and Twenty Sixty Seven Cents (\$4,748,203,926.67)~~ per month for a total not to exceed sum of ~~Sixty Thousand Fifty Eight Thousand Nine Hundred Dollars and Five Cents (\$60,000,58,900.05)~~ (the “maximum compensation”), ending on July 19, 2026 as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. **Expenses.** The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

A. **Additional Services.** City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

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ATTACHMENT A

3. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Angie Zavala (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the reasonably established deadline by the City Representative or, if no deadline is established, with reasonable diligence.

C. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

D. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services under this Agreement. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards. **City agrees not to recruit, hire, and/or employ any of the Contractor's employees for at least six months after the termination of this Agreement.**

E. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

F. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

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4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director. **City agrees to a one and a half percent (1.5%) charge per month on any outstanding amounts not paid in full within thirty days of date of invoice.**

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City. City shall provide reasonable notice to Contractor to make such records available.

5. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor. Notwithstanding the foregoing City recognizes that as professional in the janitorial services business Contractor has already created Proprietary Materials including but not limited to fliers, procedures, software, checklists, manuals, amongst others that may be used to provide the required janitorial services thus Contractor reserves the right to all such Proprietary Materials.

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's

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employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of the services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

7. PERS Compliance and Indemnification.

A. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to

any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 9 into any subcontract that Contractor executes in connection with the performance of this Agreement.

10. Indemnification.

1) By Contractor. Contractor hereby agrees to indemnify and hold harmless City and its shareholders, subsidiaries, affiliated entities, officers, directors, agents, employees, representatives and members (collectively the "City Indemnitees") from and against any and all damages, losses, liabilities, causes of action, claims, lawsuits, counterclaims, judgments, demands, costs or expenses whatsoever, including without limitation attorney fees and court costs, (collectively the "Claims") that may be sustained by or recovered against any of the City Indemnitees, as the result of (i) any negligent act or omission or willful misconduct of Contractor or any of its employees, subcontractors or agents, which are directly related to the services provided by Contractor's and Contractor's obligations under this Agreement, (ii) the breach or default of any of the covenants, agreements, terms, provisions, representations or warranties contained in this Agreement by Contractor, and (iii) the violation by Contractor of any federal, state, territorial or local law, rule, ordinance or regulation.

2) By City. City hereby agrees to indemnify and hold harmless Contractor and its shareholders, subsidiaries, affiliated entities, officers, directors, agents, employees, representatives and members (collectively the "Contractor Indemnitees") from and against any and all Claims that may be sustained by or recovered against any of the Contractor Indemnitees, as the result of (i) any negligent act or omission or willful misconduct of City or any of its employees, subcontractors or agents, (ii) the breach or default of any of the covenants, agreements, terms, provisions, representations or warranties contained in this Agreement by City, and (iii) the violation by City of any federal, state, territorial or local law, rule, ordinance or regulation.

3) Taxes and Other Costs. Contractor acknowledges that Contractor is responsible for all withholding, social security, self-employment, worker's compensation, unemployment compensation and all other employment taxes generally paid by an employer or an

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employee in connection with the employees that Contractor hires to provide the Scope of Services outlined herein. Contractor will not be treated by City as an employee for federal tax purposes.

City shall in no manner and for no purpose whatsoever, be responsible for any benefits, taxes or other conditions of employment or service for MasterCorp or any persons working for MasterCorp.

4)

B. Survival of Terms. Contractor's indemnifications and obligations under this Section 10 shall extend for two (2) years after the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

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D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of ~~Consultant's~~ Contractor?? insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

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12. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

13. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of **1 (one)** years. Upon reasonable notice Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least fifteen (15) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least thirty (30) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

15. Force Majeure. The Parties shall not be liable for any failure to perform their obligations under this Agreement if the Party claiming force majeure presents reasonable evidence that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the claiming Party's reasonable control and not due to any act of its own.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:

If to Contractor:

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Attn: Raymond Navera
Covina Police Dept.

Lucia Nevarez

444 N. Citrus Ave.
Covina, California 91723

Phoenix, AZ 85021

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to the Parties under this Agreement shall impair any right, power or remedy of the Parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A, and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both Parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

Contractor:

MasterCorp Commercial Services
a Limited Liability Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: ~~Georgianna Nicole~~
~~Alvarez~~
Title: Chief Deputy City Clerk

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

~~APPROVED AS TO FORM:~~

By: _____
Name: Candice K. Lee
Title: City Attorney

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**EXHIBIT A
APPROVED FEE SCHEDULE**

~~\$3,926.67~~ **\$4,748.20** per month

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Additional On –Call Services:

- Machine scrub, strip and refinish VCT floors -.28psf
- Machine scrub ceramic floors - .18psf
- Shampoo clean carpet - .12psf
- Window washing
- Pressure Washing
- Power Sweeping

Note: Minimum charge of \$350.00 per service

Price includes all equipment, materials, labor, insurance, 20~~24-25~~~~21-2022~~ state and federal regulatory charges to complete day/night cleaning services All window washing, VCT floor and carpet care are on- call services. All consumable products will be provided by Covina Police Dept.

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**EXHIBIT B
SCOPE OF SERVICES**

Janitorial Service

Monday – Friday – 8:00pm-12:00am

Saturday – 1:00pm – 9:30pm

DAILY

COMMON AREAS

1. Clean and remove smudges from entry door
2. Wipe clean all glass, wood, or metal doors and door jams.
3. Empty all trash receptacles, clean container with clean damp cloth and replace plastic liner.
4. Dust and clean all horizontal surfaces under seven (7) feet above floor.
5. Vacuum all carpeted areas.
6. Spot clean carpet area completely with dry cleaning compound.
7. Dust mop, damp mop, of all hard surface floors, machine polish as needed.
8. Clean and remove smudges and walls and wall coverings.
9. Clean, disinfect, sanitize, and polish all water fountains.
10. Wipe and clean all fire extinguisher cabinets and glasses.
11. Dust and clean all lobby and corridor signage.

OFFICE AREAS

1. Dust and clean all signage.
2. Clean and remove all fingerprints and smudges from entry doors.
3. Damp mop all non-carpeted floors.
4. Vacuum all carpeted areas.

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5. Spot clean all carpets.
6. Return all furniture to original configuration.
7. Clean and remove smudges and walls and wall coverings.
8. Remove fingerprints and smudges from light switch covers.
9. Dust and clean all horizontal surfaces under seven (7) feet above floor.
10. Empty all trash and remove from building to designated area, replace plastic liners.
11. Empty recycle containers and remove from building to appropriate recycle bins.
12. Clean, disinfect, and sanitize the break room and coffee station counters, table tops, and cabinets.

RESTROOMS AND SHOWER ROOMS/LOCKER ROOMS

1. Dust and clean restroom signage and doors.
2. Vacuum all restroom vestibules and remove spots.
3. Wet mop and disinfect tile floors, including areas under urinals and toilet bowls.
4. Clean alkaline deposits and soap spills from floor tile tile grout.
5. Clean, disinfect, and sanitize all basins, urinals and toilet bowls.
6. Clean, disinfect, and sanitize underside rims of urinals and toilet bowls.
7. Clean, disinfect, and sanitize both sides of toilet seats.
8. Empty and clean trash containers and sanitary napkin containers and replace liners.
9. Empty, clean, sanitize and polish all paper dispensers, replace liners as necessary.
10. Clean and polish all mirrors.
11. Wipe and polish all chrome, metal fixtures and door knobs.
12. Spot clean and disinfect all partitions and tile walls.
13. Fill all toilet tissue, seat covers, soap, body soap (showers), towels, and sanitary napkin dispensers.
14. Clean, disinfect, and sanitize shower walls and floors.
15. Clean, disinfect, and sanitize shower curtains and doors.
16. Wipe down benches.
17. Dust and clean all horizontal surfaces under seven (7) feet above floor.
18. Remove mildew/mold from tile/grout.

STAIRWELLS

1. Clean and disinfect hand rail banisters.
2. Remove spider webs.
3. Clean all walls of fingerprints and smudge marks.
4. Clean and disinfect all emergency phones.
5. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor.

BREAK AREAS/COFFEE STATIONS

1. Sweep, mop and scrub floors (remove chairs to clean under tables).
2. Clean all vinyl chairs.
3. Clean interior and exterior of refrigerator.
4. Pour enzyme in all drains.
5. Clean all smudges from all doors, walls, and wall coverings.
6. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor.

LOBBY AND MAIN ENTRANCE

1. Edge clean carpet and tile areas.
2. Clean the inside and outside of all entrance windows.
3. Clean window sills and edges.
4. Thoroughly clean all lobby counters and cabinets.
5. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor.
6. Clean all smudges from all doors, walls, plexiglass partitions, and wall coverings.

JAIL

1. Dust all jail cells.

MONTHLY

COMMON AREAS

1. Clean all ceiling vents and grills.
2. Dust all ceiling corners and entry ways.
3. Dust and clean all baseboards.
4. Dust and clean the inside and outside of all light fixtures and covers.
5. Clean and treat all wood paneling and furniture.

JAIL

1. Clean and sanitize all jail cells.
2. Wet mop and disinfect floors, including areas under urinals and toilet bowls.
3. Clean, disinfect, and sanitize all basins, urinals and toilet bowls.
4. Clean, disinfect, and sanitize underside rims of urinals and toilet bowls.
5. Clean, disinfect, and sanitize both sides of toilet seats.
6. Clean disinfect, and sanitize all sinks and signage
7. Dust and clean all horizontal surfaces under seven (7) feet above floor.

WEEKLY

COMMON AREAS

1. Clean and polish all entry handles, door trims and metal trim.
2. Dust and clean all walls, ledges, door jams, window sills, and exit signs over (7) feet above floor.

OFFICE AREAS

1. Vacuum all carpeted areas.
2. Dust and clean all walls, ledges, door jams, window sills, and exit signs over (7) feet above floor.
3. Vacuum and wipe vinyl furniture clean.

RESTROOMS AND SHOWER ROOMS/LOCKERS

1. Clean, disinfect and sanitize ceramic tile floors and walls.
2. Wash, disinfect and sanitize all waste containers.
3. Clean and polish all doors, door plates and hardware.
4. Pour clean water down floor drains to prevent sewer gases from escaping.
5. Dust ledges and base boards.
6. Check operation of deodorizers, restock and replace batteries as needed.
7. Scrub shower floors.
8. Clean, disinfect, and sanitize shower mats.
9. Clean interior and exterior of all lockers.
10. Dust and clean all walls, ledges, door jams, and exit signs over (7) feet above floor.
11. Dust and clean the tops of lockers

OFFICE AREAS

1. Clean all partitions, doors, door jams, floor mats, and mirrors.
2. Dust clean or vacuum all drapes and blinds.
3. Brush and clean all vents and grills.
4. Clean all non- carpeted floors.
5. Dust and clean all light fixtures, reflectors and covers.

RESTROOMS AND SHOWER ROOMS

1. Wipe clean all ceiling lights and fixtures.
2. Machine scrub all tile floors.
3. Detail all toilet compartments and fixtures.
4. Brush and clean all vents and grills.

STAIRWELLS

1. Wipe clean all stairwell doors and door jams.
2. Dust and clean all baseboards.
3. Dust and clean the inside and outside of all light fixtures and covers.
4. Dust and clean all emergency fire equipment and plumbing.
5. Dust metal screen in stairwell and clean HVAC vents.

BREAK AREAS/COFFEE STATIONS

1. Clean and treat wood surfaces.
2. Brush and clean all vents and grills.
3. Edge vacuum all wall bottoms and corners.
4. Clean floors and wall behind the refrigerator.

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STAIRWELLS

1. Clean wood steps, corners and riser seams.
2. Clean door kick plates.
3. Dust hand rails, canisters and ledges.
4. Dust and clean stairwell signage.
5. Dust and clean all horizontal surfaces under seven (7) feet above floor.

CONFERENCE/TRAINING ROOMS

1. Clean all conference room tables.
2. Clean white boards and tray (leave streak free).
3. Return furniture to original configuration.
4. Empty all trash and remove from building to designated areas, replace plastic liners.
5. Vacuum carpeted areas.
6. Remove tape and paper from walls.
7. Dust and clean all horizontal surfaces under seven (7) feet above floor.

BREAK AREAS/COFFEE STATIONS

1. Clean, wash, and disinfect break room and coffee station sinks, counter tops, and tables.
2. Empty all trash and remove from building to designated areas, replace plastic liners.
3. Return furniture to original configuration.
4. Sweep floors (remove chairs to clean under tables)
5. Dust and clean all horizontal surfaces under seven (7) feet above floor.

LOBBY AND MAIN ENTRANCE

1. Vacuum carpeted areas.
2. Spot clean carpeted areas utilizing a dry cleaning compound.
3. Clean, disinfect, and sanitize all counters
4. Clean and polish all entry handles, door trims, metal trim and signage.
5. Dust and clean all horizontal surfaces under seven (7) feet above floor.
6. Empty all trash receptacles, clean containers with damp cloth and replace liner.
7. Clean, polish, and sanitize all water fountains.
8. Dust and clean all lobby furniture- return to original configuration.