

SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO
AND
ABM INDUSTRY GROUPS, LLC.

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of March, 2017 by and between the City of Rialto, a municipal corporation ("City"), and ABM Industry Groups, LLC, a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”), and the Scope of Services shall include Consultant’s scope of work or Consultant’s accepted bid proposal (“Accepted Bid”). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services.

Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Forty-Six Thousand Nine Hundred Dollars and No Cents (\$546,900.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City shall pay Consultant within thirty (30) days of receipt of Consultant's correct and undisputed invoice. A late charge for the lesser of 1.5% per month, or the maximum rate permitted by law shall be paid by City on any past due and undisputed invoices for which payment is not received within 20 days after due date. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any

delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for an initial term of sixteen (16) months beginning March 1, 2017 to June 30, 2018. The City may elect to extend this agreement for three (3) additional one (1) year terms based on satisfactory performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Dede Wolf</u> (Name)	<u>Account Manager</u> (Title)
<u>Michael Keegan</u> (Name)	<u>Manager of Business Development</u> (Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall

notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverage's.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability

insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds to the extent indemnified in this Agreement, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers except any claims arising out of the sole negligence or willful misconduct of the City, its officers, employees, representatives and agents. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be reduced in coverage or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds to the extent indemnified under this Agreement as respects: liability arising out of negligent activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

City agrees to notify Consultant promptly in writing of any such claim and to cooperate with Consultant by providing such assistance as is reasonably necessary for the defense of such claim. Consultant's obligation to defend, indemnify and hold the City harmless may be mitigated to the extent Consultant has been prejudiced by a failure of City to provide prompt notice and reasonable cooperation in the defense and settlement of such claims.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have reasonable access to such books and records upon reasonable notice during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's

business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because

of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such

as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the

appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4, 60-300.5(a) and 41 C.F.R. § 60-741.5(a). These regulations prohibit discrimination against qualified minorities, women, protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified minorities and women, protected veterans and qualified individuals with disabilities.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave. Rialto, CA 92376
 Attn: City Administrator
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Aleshire & Wynder, LLP
 18881 Von Karman Ave., Suite 1700
 Irvine, CA 92612
 Attn: Fred Galante, City Attorney
 Tel: (949) 223-1170
 Fax: (949) 223-1180

If to Consultant: Arnold Klauber, Senior Vice President – West Region
1150 South Olive Street, 19th Floor
Los Angeles, CA 90015
Tel: (213)284-7699
Email: aklauber@abm.com

With copy to: Curtis Van Buskirk, Vice President Orange County,
Inland Empire & Long Beach
165 Technology Dr., Suite 100,
Irvine, CA 92618
Tel: (949)585-5966
Cell: (562)760-7513
Email: Cutis.vanbuskirk@abm.com

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid

provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

CONSULTANT:

ABM INDUSTRY GROUPS, LLC

By: _____

Name: Arnold Klauber

Title: Sr. Vice President – West Region

By: _____

Name: Curtis Van Buskirk

Title: Vice President

Two signatures are required if a corporation.

VENDOR

By ABM Industry Groups, LLC, a California corporation
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____)

State of _____)

County of _____) ss

County of _____) ss

On _____

On _____

before me, _____

before me, _____

personally appeared _____

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary
Signature:

Notary
Signature

Notary Seal:

Notary Seal:

EXHIBIT "A"

SCOPE OF SERVICES

See attached

EXHIBIT A
CITY OF RIALTO
CITYWIDE JANITORIAL SERVICES

SPECIFIC TASKS PER FACILITY

Task Lists

City Hall Offices and Council Chamber

Daily - Four (4) times a week

Monday, Tuesday, Wednesday, and Thursday

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash. Clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Clean restrooms

Weekly

1. Dust desks, chairs, windowsills, and all other office furniture
 2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
 3. Dust ledges and low moldings and mini-blinds
 4. Dust or clean silk plants
 5. Spot clean doors and door frames to remove finger marks and stains
 6. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
 7. Clean all exterior ashtrays and sand urns
 8. Clean all entry area windows and doors (interior and exterior)
-

Task List (General Offices)

The facilities listed below shall be cleaned on a daily basis, four (4) days per week (Monday, Tuesday, Wednesday, and Thursday).

- A. Civic Center North Building – Development Services Offices
- B. Civic Center South Building – Finance, Treasurer and ITS Offices
- C. Civic Center West Annex - City Clerk Office
- D. Fire Administration (located on the north side of Fire Station 201 and includes Administration Offices, Training Room/Conference Room, Lower Level Offices and Break Room, Emergency Medical Services Coordinator's Office, and the Captains' Office)
- E. Human Resources/Maintenance & Operations Offices

- F. Public Works Administration and Engineering
 - G. Purchasing (Offices Only)
 - H. Fleet Services Garage (Offices Only)
-

Daily - Four (4) times a week

Monday, Tuesday, Wednesday, and Thursday

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Clean restrooms

Weekly

1. Dust desks, chairs, windowsills, and all other office furniture
 2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
 3. Dust ledges and low moldings and mini-blinds
 4. Spot clean doors and door frames to remove finger marks and stains
 5. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
 6. Clean all entry area windows (interior and exterior)
-

Task List (Civic Center North Annex – Rialto Network)

Due to specialized equipment housed in this facility, all cleaners and cleaning processes used in this building MUST be static free. Special care shall be taken around equipment in this facility.

Daily - Four (4) times a week - Monday, Tuesday, Wednesday, and Thursday

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean restrooms

Weekly

1. Dust desks, chairs, windowsills, and all other office furniture
2. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
3. Dust ledges and low moldings and mini-blinds
4. Spot clean doors and door frames to remove finger marks and stains

5. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
6. Clean all entry area windows and doors (interior and exterior)

Fire Stations

The following task list applies to the Fire Station crew quarters (day room/lounge, dormitories, dining, and kitchen areas) at Fire Stations 201, 202, 203, and 204. Due to the operational hours for these facilities, any work performed in these facilities must be done between the hours of 8:00 AM and 9:00 PM unless approved by the Public Works Superintendent, or designee, in advance.

Weekly

Clean Community Meeting Rooms

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Clean and dust fronts and tops of counters in Lobby area
4. Dust desks, chairs, windowsills, and all other office furniture
5. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
6. Dust ledges and low moldings and mini-blinds
7. Spot clean doors and door frames to remove finger marks and stains
8. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
9. Clean all entry area windows and doors (interior and exterior)
10. Clean restrooms

Task List (Metrolink Depot)

During inclement weather give particular attention to doorways and remove any tracking marks or excess moisture. Check the floor protection and mats to assure no moisture is trapped underneath. Immediately correct or bring to staff's attention all leaks or dampness within the building.

Daily - Seven (7) times a week

Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Thoroughly clean all flooring in building; vacuum any carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
3. Spot clean any partitions, door frames and door glass
4. Spot clean doors, door frames, counters and around wall switches
5. Clean exterior of water coolers and clean public telephones

6. Clean restrooms

Weekly

1. Wipe down tables and chairs
 2. Dust moldings, doors, window casings, corners, and ceilings
 3. Clean doors, door frames, walls and woodwork to remove finger marks and stains on walls and around wall switches
 4. Clean all entry area windows and doors (interior and exterior)
-

Police Department

General Police Department Facilities include Police Department Modules 1, 2 and 3 and are to be cleaned seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday).

On occasion the Contractor's day staff may be asked to do tasks related to janitorial services by the Department staff. This may be done in lieu of another task scheduled for the day of equal effort and /or time.

Due to the sensitive nature of the Department's operations, service to some areas are limited to once or twice a week and some areas may not be cleaned without Department supervision. Those areas are list separately below.

Daily

1. Empty all exterior trash cans and reline with recyclable plastic liners and dispose of trash.
2. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
3. Thoroughly clean all flooring in building, including front lobby, hallways and stairwells; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring including stairwells, throughout the building and return all furniture to their original positions
4. Wipe clean all handrails in stairwells.
5. Clean and dust fronts and tops of counters and display cases in Lobby area
6. Dust desks, chairs, windowsills, and all other office furniture
7. Dust moldings, doors, window casings, corners, and ceilings to remove cobwebs
8. Dust ledges and low moldings and mini-blinds
9. Spot clean doors and door frames to remove finger marks and stains
10. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
11. Holding cells and bench shall be mopped, bunk bed surface wiped down and toilets cleaned. Any paper products or supplies should be left with the jailer or on the shelf outside of the cell.
12. Interview Room shall be mopped, table and chairs wiped down.
13. Tables and chairs in all break rooms or kitchen areas shall be wiped clean, sink cleaned, trash emptied.

Weekly

1. Empty exterior trash cans
2. Clean all exterior ashtrays and sand urns.
3. Clean all interior windows
4. Clean water coolers, including exteriors.
5. Completely dust or wipe clean desks, chairs, filing cabinets, and other office furniture.
6. Thoroughly clean front lobby including counters and door glass.
7. Clean all entry area windows and doors (interior and exterior)

Restrooms and Locker Rooms

The restrooms in all offices shall be cleaned on a daily basis, seven (7) days per week (Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday).

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
2. Sweep floor and damp mop floor with germicide cleaner
3. Clean mirrors, metal fixtures, shelves, and dispensers
4. Clean urinals, toilets, and basins with germicidal cleaner, descale and replace urinal cakes when necessary
5. Clean showers – Thoroughly clean tile areas in restrooms and showers including removal of all soap deposits, hard water stains and mold.
6. Restock toilet tissue, paper towels, toilet seat covers and soap dispensers
7. Damp wipe entrance doors, remove smudge marks, clean hardware, and ventilation louvers
8. Spot clean walls, partitions, and ceiling
9. Dust all horizontal surfaces
10. Pour clean water down floor drains to prevent sewer gases from escaping

Police Department's Restricted Offices

Restricted Offices are as follows:

1. Command Staff and Administration Offices
2. Professional Standards Office
3. SCAT and Detective Offices
4. Training and Personnel Offices
5. Administration Offices
6. Patrol Sergeants' Office
7. Records Office
8. Information Technology (I.T.) Office
9. Dispatch Supervisor's Office

Due to the sensitive nature of the Department's operations, service to these areas are limited to twice a week during the day and may not be cleaned without Department supervision.

Twice Weekly

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
 2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
 3. Dust desks, chairs, windowsills, and all other office furniture
 4. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
 5. Dust ledges and low moldings and mini-blinds
 6. Spot clean doors and door frames to remove finger marks and stains
 7. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches
-

The Police Department Annex

Due to the sensitive nature of the Department's operations, service to this facility is limited to twice a week and some areas may not be cleaned without Department supervision. Services are limited to the conference room, office and Kitchen Areas only.

Twice Weekly

1. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash and clean wastebaskets with a disinfectant cleaner as needed
 2. Thoroughly clean all flooring in office; vacuum carpeted flooring and mop all tiled, wood or hard surface flooring throughout the offices and return all furniture to their original positions
 3. Clean and dust fronts and tops of counters in Lobby area
 4. Dust desks, chairs, windowsills, and all other office furniture
 5. Dust high moldings, doors, window casings, corners, and ceilings to remove cobwebs
 6. Dust ledges and low moldings and mini-blinds
 7. Spot clean doors and door frames to remove finger marks and stains
 8. Spot clean walls and woodwork to remove finger marks and stains on walls and around wall switches.
 9. Clean all entry area and front lobby windows and doors (interior and exterior)
 10. Clean restrooms
-

The Senior Center

- The scope of work for the janitorial contractor will be limited to the following tasks:
 - Mop all hard surface floors daily (7 days a week)
 - Vacuum all carpeted surface floors daily (7 days a week)
 - Empty all interior trash daily (7 days a week)
 - Clean all restrooms daily (7 days a week)

- Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed. (7 days a week)
- Dust all horizontal surfaces. (7 days a week)

The Community Center

- The scope of work for the janitorial contractor will be limited to the following tasks:
 - Mop all hard surface floors daily (7 days a week)
 - Vacuum all carpeted surface floors daily (7 days a week)
 - Empty all interior trash daily (7 days a week)
 - Clean all restrooms rooms daily (7 days a week)
 - Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed. (7 days a week)
 - Empty all exterior trash (7 days a week)

The Simonson Center (AKA Fitness Center)

- The scope of work for the janitorial contractor will be limited to the following tasks:
 - Mop all hard surface floors daily (7 days a week)
 - Vacuum all carpeted surface floors daily (7 days a week)
 - Empty all interior trash daily (7 days a week)
 - Clean all restrooms, showers and locker rooms daily (7 days a week)
 - Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed. (7 days a week)

Childcare Sites

- The scope of work for the janitorial contractor will be limited to the following tasks:
 - Mop all hard surface floors daily (5 days a week)
 - Vacuum all carpeted surface floors daily (5 days a week)
 - Empty all interior trash daily (5 days a week)
 - Clean all restrooms daily (5 days a week)
 - Restock all toilet paper, paper towels and hand soap in all restrooms daily and replace urinal cakes as needed. (5 days a week)

EXHIBIT "B"

SPECIAL PROVISIONS

See attached

EXHIBIT B
CITY OF RIALTO
CITYWIDE JANITORIAL SERVICES
SPECIFIC PERFORMANCE REQUIREMENTS AND PROVISIONS

1. **SCHEDULES**

- a. WEEKLY SCHEDULE - The Contractor shall submit a written weekly schedule per the scope of work for approval by the City that indicates the days of the week and time frames (the hours between which the items of work shall be scheduled to be completed) when items of work shall be accomplished per the performance requirements. The time frames must not vary from the actual performance by more than one (1) hour for security reasons. Schedules shall be in a Monday through Sunday format, and shall commence on each Monday.
- b. MONTHLY SCHEDULE – In the event that certain items of work shall be accomplished on a monthly basis instead of a weekly basis, the Contractor shall submit a written schedule no later than the 20th of each month for the following month (i.e., by April 20th for the month of May.) Said schedule shall indicate the date each monthly item of work shall be accomplished and the time frames.
- c. If the performance will vary from the schedule, the Contractor shall submit revised schedules when actual performance will differ substantially from planned performance. The revised schedule shall be submitted to the City in writing no less than ten (10) calendar days prior to the effective date of the new schedule.
- d. All schedules and revisions shall be approved in writing by the Public Works Superintendent or his designated representative prior to implementation. In the event that the Public Works Superintendent does not approve the schedule change, the Contractor shall be required to adhere to that schedule currently in effect until such time that both parties may meet and agree upon a revised schedule. Said revised schedule shall be submitted in writing as set forth in paragraph 1.a, above.
- e. The Contractor shall meet all scheduled days of service and time frames as submitted and approved by the City. It is the Contractor's responsibility to meet the schedule without further direction from the City.
- f. Failure to notify of a change of schedule or implementation of a schedule not approved in writing by the City prior to implementation may result in deduction of payment for that date or week in which the actual schedule did not meet the approved schedule and time frame.
- g. HOLIDAYS - The Contractor shall adjust its schedule as necessary to comply with the agreement compensating for all holidays. Holidays shall include the following: New Year's Day, Martin Luther King Holiday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. In addition, the City may declare additional

holiday closures including the annual winter closure. During winter closure, some of the city offices shall be closed while others shall remain operational. Winter closure generally occurs prior to December 24th and may last until January 2nd or the first business day after New Year's Day.

2. PERFORMANCE BOND

- a. The Contractor shall provide a Faithful Performance Bonds that shall be filed with the City before the Contract is executed by the City. In lieu of the Performance Bond as referenced above, the Contractor may deposit with the City a cash amount equal to \$5,000.00 or five percent (5%) of the total amount bid for the first year's maintenance, whichever is greater. The amount so deposited shall be retained by the City of Rialto and will be returned to the Contractor upon completion of the term of the contract. There will be no interest paid to the Contractor on the amount so deposited.

3. DAMAGE REPAIR

- a. Contractor shall immediately notify the City of any damage noted to a City facility regardless of whether caused by the Contractor or other external circumstances. The contractor shall photograph and prepare a written email explaining the damage and what causes, if known. This report shall be forwarded to the Public Works Superintendent or their designee at completion of shift.
- b. If the damage is significant and poses an immediate threat to the health, safety or welfare of either the Contractor's staff, City employees or the general public, the contractor shall immediately notify the Public Works Superintendent or their designee via telephone call, followed by an email to the designated City staff. Contractor shall take appropriate actions to limit access to the damaged areas by use of caution tape, barricades or safety cones and shall follow any other directions provided by City staff as necessary to minimize additional damage or injury. If so directed, the Contractor shall remain at the location of the damage until such time as the Public Works Superintendent or their designee arrives at the location and assumes responsibility.
- c. All damage incurred to existing City facilities and/or property by the Contractor's operations shall be repaired or replaced at the Contractor's expense.
- d. All damage incurred to existing facilities and improvements by external circumstances as set forth in the Service Agreement, including but not limited to Acts of God shall be repaired or replaced by the Contractor, at the City's expense, subject to the submission of a written estimate, including samples of any materials, wall or floor coverings and other items as requested by the Public Works Superintendent.
- e. The City shall promptly notify the Contractor in writing of any damage that may be caused by Contractor's operations, including submission of photographs.

- f. The Contractor and the Public Works Superintendent or their designee shall meet promptly after notification to the Contractor to jointly inspect the damage and determine the necessary repairs and length of time to complete repairs.
- g. All repairs shall be completed in the agreed to time frame. Failure by the Contractor to make timely repairs of damage shall be grounds for the City to arrange to complete repairs at City's cost, and to deduct those costs from the Contractor's monthly invoice.

4. INSPECTIONS

- a. The Contractor shall be responsible for conducting daily inspections of all items of work in order to ensure that all work was completed according to the standards set forth in this Agreement as well as the Contractor's own internal business standards.
- b. The Contractor shall designate an employee who shall be responsible for conducting daily inspections of all work performed by the Contractor's staff upon completion. Said inspections shall be documented in a manner as agreed to by the City and Contractor, and may include written or electronic inspection forms which the Contractor's representative shall complete and send to the Public Works Superintendent or their designee(s) after completion of each scheduled day of items of work. Any item of work which is noted as being completed on the inspection forms and which is subsequently determined to not have been completed by the Contractor shall result in a deduction for that day's items of work for that Facility.
- c. The Contractor shall be available to meet weekly with the Public Works Superintendent or his designated representative to review the Contractor's schedules and performance, resolve problems, and perform field inspections as required.

5. EXTRA WORK

- a. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part and subject to each and all of its terms and requirements of the agreement.
- b. It is agreed that the Contractor shall perform all extra work under the direction of the Public Works Superintendent or his designee, when so ordered by the Public Works Superintendent or his designee or Agency. It is further agreed that the compensation to be paid to the Contractor for performing extra work shall be determined in advance by the Public Works Superintendent or his designee, according to one of the following methods:
 - i. Method "A": By agreed unit prices of this contract; **or**
 - ii. Method "B": By agreed lump sum; **or**
 - iii. Method "C": By agreed unit prices of this Contract, and by agreed lump sum and/or by agreed unit prices for that portion of work which has no agreed unit prices in this Contract; **or**

- iv. Method "D": By competitive proposal option.
- c. Labor costs shall not exceed the contracted hourly rate based on the average number of hours and base price per facility as set forth in Contractor's bid document.
- d. Extra work will not be initiated without written authorization from the Public Works Superintendent or designee in the form of a work order specifying the extra work to be performed and the compensation method to be used. The method and/or procedure for said extra work written order shall be as determined by the Public Works Superintendent or his designee. Extra work may include, but not be limited to: repairs or replacement due to vandalism, accidents, or Acts of God.

6. SERVICE FAILURE/DEFICIENT PERFORMANCE/LIQUIDATED DAMAGES

- a. Schedule Deficiencies
 - i. Failure of the Contractor to adhere to schedules will result in damages to the City for the additional cost incurred from the inspection, administration, and/or resolution of complaints by the public or City employees.
 - 1. Such incurred costs may be deducted from the Contractor's monthly payment.
 - 2. In the event that the Contractor fails to adhere to the service schedule, or fails to perform all the required service and repairs, the City may enact the liquidated damages provisions for each system and for each occurrence.
- b. Performance Deficiencies – Failure by the Contractor to meet the minimum standards set forth in the Service Agreement and this Performance Requirement will result in damages to the City for the additional cost incurred from the inspection, administration, and/or resolution of complaints by the public or City employees.
- c. Since it is not practical for the City to establish a liquidated damage for each and every schedule and performance deficiencies, the City and Contractor hereby agree that the minimum amount of damage shall be \$50.00 per documented service failure or deficient performance.
- d. A total of more than three (3) documented service failure or deficient performances per month may be grounds for additional administrative action by the City, up to and including termination of the contract for cause. This shall be in addition to any remedies available to the City as set forth in Paragraph 7 below.

7. PAYMENTS WITHHELD

- a. The City may withhold entire or partial payment for reasons as follows:
 - i. Work required in the specifications which is defective, incomplete, or not performed.
 - ii. Claims filed or reasonable evidence indicating probable filing of claims.

- iii. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
- iv. A reasonable doubt that the contract cannot be completed for the remaining balance.
- v. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the City which is/are incomplete or not performed.

8. PERFORMANCE DEFICIENCIES

- a. Failure of the Contractor to provide services per Agreement specifications shall give the City the right to deliver the services by other means for said deficiencies and bill the incumbent Contractor for the incurred costs including administrative costs equaling 20% of incurred costs.
- b. Upon notification of service failure, the Contractor will have twelve (12) hours from the time of notification to rectify the problem(s). Failure to do so will invoke this clause.
- c. The Contractor shall be notified in writing either by a phone call, email or letter each time its performance is unsatisfactory and corrective action is necessary.
- d. If deficiencies continue to occur, notice to terminate this Agreement may be given to the Contractor by the City thirty (30) days prior to termination.

9. SUPERVISION

- a. Contractor shall provide supervisor(s) who communicate effectively both in written and oral English. The supervisor or supervisors selected by the Contractor shall have full authority to make decisions and act on behalf of the Contractor on all matters that do not alter the contract.
- b. Any order or communication given to these supervisor(s) shall be deemed as delivered to the Contractor.

10. COMMUNICATION/EMERGENCY RESPONSE

- a. Contractor shall respond to the City's request regarding any malfunctions or service requests.
- b. In the case of emergencies or the need for additional (special) work (at the direction of the City), the Contractor shall provide personnel within a quick and reasonable response time upon notification.

11. WORKING HOURS AND CONTACT PHONE NUMBERS

- a. When work is performed at the Contractor's discretion on weekends and/or holidays and requires verification and inspection by the Public Works Superintendent or his designee, the Contractor will be billed for the City employee's time, expenses, and costs.
- b. The Contractor will have staff available for phone contact (not an answering machine), Monday through Friday, between 7:00 AM and 6:00 PM to respond to call-outs, questions, and verification of schedules. Contractor shall provide an after-hours emergency phone number to the

City and shall respond to any message left within two-hours from the message.

- c. Any change to any phone number shall be forwarded to the City no more than 24-hours prior to the new phone number being in service.

12. DISPOSAL

- a. The Contractor shall dispose of all trash and other debris from operations as work progress. Trash shall be disposed of in the proper bins or dumpsters.

13. CONTRACTOR PERSONNEL AND EQUIPMENT

- a. No personnel shall be employed on any items of work under these specifications that is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Public Works Superintendent or his designee, shall be discharged or removed from work on City jobs immediately.
- b. Contractor personnel assigned to the City of Rialto must pass the Department of Justice (DOJ) background check and/or records check(s) prior to being assigned to the City. The Contractor will not assign any staff person to work in the City without written permission. Failure to pass the DOJ background check also constitutes grounds for the immediate discharge or removal from City assignments.
- c. All contractor personnel shall wear uniform shirts with the company name or logo printed on them, company identification badges with their name, photographs, and the company name at all times while on City property.
- d. The City shall provide the Contractor's staff with security badges and keys to access the applicable City facilities. Security badges and keys remain the property of the City and must be surrendered upon the City's request, termination of the contract, or at the end of the staff person's employment with the Contractor. All City security badges and keys must be in the possession of the Contractor staff at all times that the Contractor's staff is present on City facilities. Badges and keys must be in the possession of the employee for which the badge is issued at all times. Security badges and keys shall not be loaned, shared or otherwise not properly controlled. Failure to maintain security badge or key control by Contractor's staff shall be grounds for immediate removal of the employee from City premises by the City, and may be grounds for termination of the Contract.
- e. Each of the Contractor's staff members and the Contractor shall be responsible for the safekeeping of their City-issued security badge and keys. Any lost or missing badge or keys will result in a "lost badge" or "lost key" fee equal to the fee that would be charged to any City employee for the same situation or equal to costs to re-key every facility the keys were lost for.
- f. The contractor shall provide to the Public Works Superintendent or designee a written list of its assigned employees, their work sites, and

schedules applicable to this contract. This list shall be maintained and updated as necessary by the Contractor, and submitted to the Public Works Superintendent or their designee no later than 8:00 A.M. of the city working day before the said schedule change shall go into effect for that day's work schedule. Failure to do so may result in Contractor staff being detained by the City's security personal, or Police, for being on City property without the proper authorization.

- g. The Contractor and the Contractor's staff shall abide by the City's Security policy and procedures. The Contractor shall require each assigned Contractor staff member to sign a form that indicates that they have received a copy of the City's Security Policy and Procedure. Contractor shall maintain signed forms at Contractor's place of business.
- h. Contractor will comply with the provisions of the Immigration Reform and Control Act of 1986, Public Law 99-603. Contractor shall be responsible for maintaining all required documentation under this section at their principal place of business.
- i. Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Department of Industrial Relations, and any other applicable governmental law or City risk management standard. Contractor shall be responsible for maintaining all required documentation under this section at their principal place of business.

14. WET FLOOR CAUTION SIGNS

- a. The contractor shall place and display caution signs when cleaning floors in an area where people other than contractor personnel are or will be present before the floors are dry.

15. CITY FURNISHED FACILITIES

- a. The City shall provide a designated storage closet or facility to the Contractor for the purpose of storing equipment and supplies of the Contractor at each facility. Contractor shall maintain all storage facilities and storage closets furnished by the City for storage of cleaning supplies/equipment, in a clean, neat and sanitary condition at all times.
- b. Contractor shall be provided a master key or other security device to allow access to the Contractor's designated storage facility or closet. The Public Works Superintendent or his designee shall retain a key and shall have access to conduct inspections as necessary.

16. SUPPLIES

- a. The Contractor shall supply all necessary consumables that include, but may not be limited to: toilet paper, urinal cakes, toilet seat covers, paper towels and hand soap. The Contractor shall maintain adequate supplies on site, in the areas provided for the Contractor by the City, for each building serviced. Adequate supplies is defined by the City as an amount

sufficient to meet the normal product and supply demands or needs of each building for at least four (4) business days.

- b. In the event of a shortage of these products during business hours, the Public Works Superintendent or their designee will have access to said supplies to replenish consumables in any given area. Contractor shall maintain an inventory form in each storage facility or closet which may be used by the Public Works staff to document any supplies removed by the City.
- c. All supplies to be furnished must be approved by the Public Works Superintendent prior to use.
- d. In some instances, the City may request that alternate cleaning products be utilized at a specific facility. In the event this should occur, any product substitution must be approved by the Public Works Superintendent or designee prior to use.

17. SPECIFIC FACILITY REQUIREMENTS

- a. Any unique floor or wall coverings used in any City facility shall be cleaned according to the manufacturer's specification. A copy of said specification shall be provided to the Contractor and reviewed as necessary or as installed.
- b. The Johnson Center Gym floor shall be cleaned in accordance with the specification care and maintenance of hardwood surfaces.
- c. All Facilities: Turn off lights with the exception of those designated to be left on overnight.
- d. All Facilities: Secure all designated interior and all exterior doors and windows upon completion of work
- e. All Facilities: Lock all entrance/exit doors, secure any windows, and reset alarm systems.
- f. All Facilities: Report by email or phone any building/facility maintenance or repair items noted during cleaning rounds such as burned out lights, noted damage or leaking faucets to the Public Works Superintendent or designee.
- g. All Facilities: All carpets in each building or facility shall be routinely cleaned at least once per contract year. Additional carpet cleaning shall be at the direction of the City. Contractor shall coordinate carpet cleaning schedule with the Public Works Superintendent or their designee in order to minimize disruption of city operations and in such a manner to allow for adequate time for drying. Carpets shall be cleaned in such a manner to ensure removal of spots, dirt and staining to the maximum extent practical using state of the art cleaning equipment using wet and heat cleaning processes. Spot cleaning of dirty areas shall be performed as directed by the City at a greater frequency based on need.
- h. Hard Surface Floors shall be cleaned as appropriate. Waxed floors shall be stripped and rewaxed per direction of staff, based on type of materials.

18. QUALITY STANDARDS

- a. All daily items of work are minimum requirements. All items of work to be performed shall be performed as frequently as specified and as needed to maintain a clean condition. Tasks that are designated "Daily" are to be performed during each scheduled day of service during the time frame established.
- b. General Standards: The achievement of the desired standard of cleanliness will result in an almost absence of visible soil which is found as a result of routine inspection. For purposes of definition, absence of visible soil shall be as follows:
 - i. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges furniture and equipment.
 - ii. Absence of litter and trash on floor and horizontal surfaces.
 - iii. Absence of finger marks, spots and soil build-up on floors, particularly in corners, along baseboards, around door jambs and around furniture and equipment legs and bases.
 - iv. Absence of soil, scale and stains on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls mirrors, ledges and drinking fountains.
 - v. Absence of soil, stain, and scale on restroom floors and baseboards. Tile and grout maintained free of stain and build-up.
 - vi. Absence of dust, lint and litter on upholstered furniture.
 - vii. Absence of soil, litter, dust and encrustations on furniture and equipment surfaces and legs.
 - viii. Absence of soil, litter, dust and encrustations in urns, wastebaskets and trash containers.
 - ix. Absence of marks, spots, stains and streaks on glass and mirrors.
 - x. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
 - xi. Absence of other visible soil and cobwebs on horizontal surface, including ceilings.
 - xii. Absence of trash in building.
 - xiii. Absence of soil, litter and debris on all carpets, mats and floors.
- c. Solid waste collection: All solid waste in the building shall be collected and removed to designated disposal areas.
- d. Wet Mopping: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in restrooms and before use in any other areas.
- e. Spot cleaning: Smudges, marks or spots shall be removed without causing discoloration of the surface.
- f. Dusting: Corners, crevices, moldings and ledges shall be free of dirt, debris and dust. Furniture will be dusted around computers.
- g. When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to the original position.

- h. Custodian's closet: Closets shall be maintained in a clean, orderly and safe condition at all times.
- i. Contractor's equipment: Contractor's equipment shall be stored only in areas designed by the City. Equipment shall be stored in a clean, orderly and safe condition.
- j. Materials and equipment: The Contractor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings and finishes in their particular applications. The City may require the Contractor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings or finishes in the use being made of it. Cleaning products should be in clearly marked containers.
- k. Level of care: Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings or fixtures. The Contractor shall restore to good condition any items damaged from lack of care by the Contractor's employees.
- l. Clean Restrooms. The Contractor shall perform the following tasks to ensure restroom facilities are clean and sanitary:
 - i. Empty all wastebaskets, reline with recyclable plastic liners and dispose of trash. Clean wastebaskets with a disinfectant cleaner as needed
 - ii. Sweep floor and damp mop floor with germicide cleaner
 - iii. Clean mirrors, metal fixtures, shelves, and dispensers
 - iv. Clean urinals, toilets, and basins with germicidal cleaner, descale and replace urinal cakes when necessary
 - v. Restock toilet tissue, paper towels, toilet seat covers and soap dispensers
 - vi. Damp wipe entrance doors, remove smudge marks, clean hardware, and ventilation louvers
 - vii. Spot clean walls, partitions, and ceiling
 - viii. Dust all horizontal surfaces
 - ix. Clean tile areas in restrooms including removal of all soap deposits
 - x. Pour clean water down floor drains to prevent sewer gases from escaping