

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UNIVERSAL SITE SERVICES, INC.**

**FOR THE 2017-2022 JANITORIAL AND PRESSURE WASHING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Universal Site Services, Inc., a California corporation, with its principal place of business located at 760 East Capitol Avenue, Milpitas, California 95035 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work

required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the initial term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2020. The City Manager shall have the option to extend the Agreement for up to two (2) additional terms of one (1) year each. The City Manager shall exercise each option by notifying Contractor in writing no later than sixty (60) days in advance of the then-current term.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Building Maintenance
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0594

And to Contractor addressed as follows:

Name: Universal Site Services, Inc.
Address: 760 East Capitol Avenue
Milpitas, California 95035
or by facsimile at (408) 258-0122

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial

interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable:

37. PREVAILING WAGES.

Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

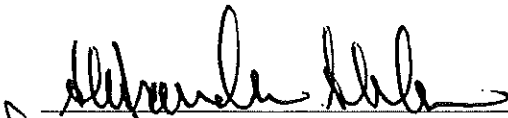
Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

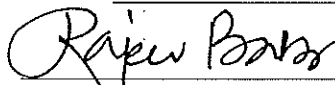
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

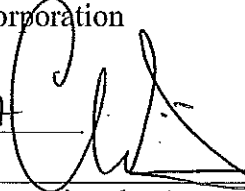

BRIAN DOYLE
Interim City Attorney

Dated: 6.19.17

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

UNIVERSAL SITE SERVICES, INC.
a California corporation

Dated: 5/25/2017
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Chris Dickie
Title: Director of Sales and Marketing
Local Address: 760 East Capitol Avenue
Milpitas, California 95035
Email Address: cdickie@UniveralSiteServices.com
Telephone: (800) 647-9337
Fax: (408) 258-0122

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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AND
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**FOR THE 2017-2022 JANITORIAL SERVICES AND PRESSURE WASHING
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Universal Site Services, Inc.
A California corporation

**RASIK G. PATEL
NOTARY PUBLIC
DATE 6/7/17**

By: 
Signature of Authorized Person or Representative

Name: Chris Dickie See Attached California All Purpose
Title: Director Acknowledgement for the Notarization

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 CALIFORNIA)

COUNTY OF Santa Clara)

On 6/7/17 before me, RASIK G. PATEL Notary Public,

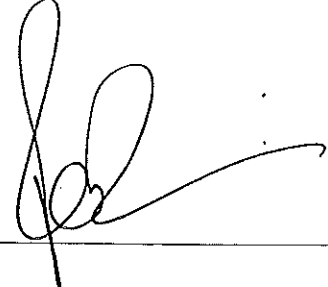
Date (here insert name and title of the officer)

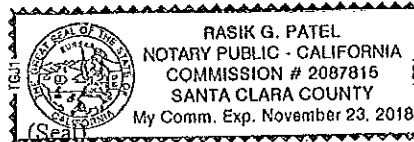
personally appeared Chris Dickse

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 ^{MS} ~~his/her/their~~ signature(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.

WITNESS my hand and official seal.

Signature: 



OPTIONAL

Description of Attached Document

Title or Type of Document: Affidavit & compliance with ethical duty

Number of Pages: 1H = 2

Document Date: 6/7/17

Other: _____

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EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled "Pressure Washing and Day Porter", dated April 6, 2017, which is attached to this Exhibit A. In the event of a conflict between the terms of this Exhibit A and the terms of the main Agreement, the terms of the main Agreement shall control.

I. SPECIFICATIONS – GENERAL

A. Scope of Work

Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation and supervision to manage and perform the hardscape pressure washing and day porter custodial services as set forth herein. A Site Map – Plate A is attached to this Exhibit A.

B. Work Force

1. General

Contractor's employees shall have the training and experience to provide the commercial cleaning services set forth herein. Contractor is expected to maintain a consistent site presence seven (7) days a week, including holidays (except Thanksgiving and Christmas). Contractor is responsible to have adequately maintained backup equipment and relief work force. Any personnel staffing level changes will require justification as to how the level of service will be maintained, and the approval of the City's Representative.

The day porter workforce is to be onsite seven days (Monday thru Sunday) and is to consist of least one (1) full time Day Porter from at least 7:00 a.m. to 3:30 p.m. on weekdays; and at least one(1) full time Day Porter from 10:00 a.m. to 6:00 p.m. on Saturday and Sunday. These hours may change and additional hours may be added from time to time as determined by the City's Representative. High pressure cleaning workforce is to be scheduled between the hours of 6:00 p.m. and 7:00 a.m.

Contractor shall provide City's Representative with a list of all employees who work on the site along with their schedules, and designate employees who will be assigned to the site full time. Employees are to be made available to the City's Representative for communication by cell phone during work hours

Contractor is to assign a project supervisor to direct employees, to inspect work to ensure it meets required standards, and to coordinate with the City's Representative regarding special projects and weekly status reports. The site superintendent is required to attend one (1) Convention Center Complex Assessment District meeting (one to one and one-half hours in length) each month.

Contractor's personnel used for work under the contract shall project a positive public image and are to be personably presentable at all times. All personnel shall be courteous and responsive to the general public.

Contractor is responsible for training and educating employees working at the site. All employees shall be thoroughly familiar with the methods, equipment, schedules and quality of work required. Personnel education and training shall be at Contractor's expense and no payment shall be made therefore.

Contractor shall remove any employee from work under the contract at the request of the City's Representative.

2. Contractor's employees shall comply with the following requirements:
 - a. Observe and report deficiencies.
 - b. Communicate effectively with the public. The Contractor shall make every effort to hire bilingual (English/Spanish) personnel for the work under the contract.
 - c. Understand written and oral instructions, schedules and procedures.
 - d. Wear a company uniform with Contractor's name and insignia at all times while performing work under the contract within the boundaries of the Complex. Uniforms shall consist of shirts, pants, jackets and rainwear, in summer and winter versions. Uniform shall be acceptable to the City's Representative. Contractor shall procure uniforms at Contractor's sole expense.
 - e. Attend Contractor's training program on the Complex facilities, unique features, public relations etiquette, complaint procedures, care and use of uniforms, etc. Employees who have not received this training shall not be permitted to work under this contract.
 - f. U.S. citizenship or valid U.S. work permit.
 - g. Eighteen (18) years of age.

- h. Free of felony or major misdemeanor criminal record, and multiple DUI's.
- i. Possess a valid California driver's license or valid State of California identification card.
- j. Successfully pass Contractor's required Drug and Alcohol Pre-employment test and ongoing Drug and Alcohol Abuse Prevention and Testing program. Contractor is to provide a copy of the program to the City.
- k. Pass Contractor's pre-employment background checks, previous employment check, and reference check.
- l. Physically able to accomplish various tasks required.
- m. Contractor is responsible to conduct all testing, checks, and pay all costs associated with the items in this section (B. Work Force).

C. Workmanship and Quality Level

1. It is the intention of the City that a first-class standard of maintenance be applied in the area covered by this contract. The Contractor's actions shall always be in accordance with this primary concern for quality.
 2. All work shall be performed by experienced personnel directly employed and supervised by Contractor. Contractor shall provide management and technical supervision as required to implement the work. Contractor shall accompany the City's Representative on an inspection tour once weekly, or more frequently as requested by the City.
 3. Contractor shall be responsible for the skills, methods and actions of his/her employees and for all work done.
 4. Contractor shall perform the work herein to the satisfaction of the City's Representative. The City's Representative will make inspections on a regular basis to determine Contractor's conformity with these specifications and the adequacy of the work being performed. Contractor shall be available for consultation with the City as needed.
 5. Maintenance Deficiencies: Contractor will be notified by phone when work has not been completed as per specifications. If Contractor has not responded to make required corrections within two (2) hours, the City's Representative shall have the
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authority to take action to perform the work necessary to bring the facility to a proper condition and the Contractor will be charged for the cost of these services.

D. Compliance with Law

Contractor shall, at his or her expense, obtain all necessary permits and licenses, etc. required for performance of this project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

E. Protection of General Public (i.e. barricades and cones)

Whenever necessary, such as when work is being done in the roadway, elevator bays or on walkways, Contractor shall take precautionary measures such as displaying signs and placing barriers to alert and protect the public while maintenance work is being performed. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the public. Signs and barriers will be provided at Contractor's expense.

F. Progress Payments

Contractor shall submit an invoice for payment on a monthly basis to the following address:

City of Santa Clara
c/o Orchard Commercial
2055 Laurelwood Road, Suite 130
Santa Clara, CA 95054
mhardy@orchardcommercial.com

G. Independent Contractor

The bidder receiving an award agrees that he/she will be acting as an independent contractor, not as an agent or as an employee, of the City of Santa Clara.

H. Penalties for Non-Compliance with Agreement

If City's Representative determines that Contractor's services were not provided per Agreement, City may reduce payment for each day services are not performed. City shall notify Contractor by phone as soon as possible concerning non-compliance. If Contractor can correct deficiencies within two (2) hours of notification, no reduction in payment shall be made. If not corrected within two (2) hours of notification on the same day of non-compliance, or as otherwise agreed upon, City shall deduct one hundred fifty (\$150) dollars per day of non-compliance from payment due to Contractor. Contractor shall meet with City's Representative and discuss corrective actions taken to prevent future contract performance deficiencies.

I. Materials and Equipment

All materials and equipment used shall either confirm to bid specifications, or shall otherwise be acceptable to the City. Cleaning agents and methods are not to damage any surfaces. Materials and equipment are to be provided at Contractor's sole expense. Water will be furnished by the City. Blowing and pressure washing equipment is to be the quietest that is reasonably available.

J. Refuse Collection and Disposal

Contractor shall dispose of all refuse collected by his/her operations throughout the workday. An area will be designated where Contractor may place a storage container and arrange for pickup services at Contractor's expense. Alternatively, Contractor may arrange to take refuse offsite to an approved waste disposal facility and pay all costs involved.

II. SPECIFICATIONS – DETAILED

A. Hardscape Surface Cleaning

Contractor is to high pressure water wash all granite, concrete, exposed aggregate, bomanite, sidewalk and patio surfaces and all street furniture, including interiors and exteriors of trash receptacles. Included are pedestrian bridge and garage structure elevator bays and stairwells.

1. Completion Criteria – Hardscape Pressure Washing

- a. All listed hardscape areas in Plate A shall be cleaned at the indicated intervals, including but not limited to sidewalks, walkways, patios, etc.
 - b. Professional 3000-PSI hot water power washing equipment or other equipment approved by City's Representative is to be used to pressure wash entryways and main walkways.
 - c. Hardscape areas shall be cleaned of dirt, stains, gum, oil, tar, and residue to present a high quality appearance following each scheduled visit.
 - d. Accumulated water remaining after the cleaning shall be removed completely so that no puddling exists.
 - e. Until dry, the areas, where practical, shall be barricaded or otherwise isolated.
 - f. Contractor shall clean all areas up to the entrance doors of each building. This includes, but it not limited to, steps, handicap ramps, side entrances, etc.
 - g. Contractor shall also meet the criteria for cleaning as specified below.
-

2. Contaminated Water

Only uncontaminated potable water may flow into surface drains. No cleaning agents or water contaminated from petroleum waste or any other hazardous waste may be allowed to flow into the surface drains. Contractor shall comply with all NPDES requirements and other legal requirements regarding containment of discharge into the storm drain system. Commercial Best Management Practices for surface cleaning are to be followed and Contractor must be BASMAA-certified.

3. Frequency of Service (See attached map for locations)

- a. Granite and concrete surfaces near entrances to Techmart, Convention Center, and Hyatt shall be pressure washed a minimum of one (1) time per week.
- b. Main walkways, pedestrian bridge, and the patio area behind the hotel shall be pressure washed (1) time per week.
- c. Parking Structure elevator bays and stairwells shall be pressure washed one (1) time per week.
- d. Exterior concrete furnishings and trash receptacles will be pressure washed one (1) time per month.
- e. Surrounding walkways, bomanite in front of Hyatt, Techmart, and Convention Center, and garage third level parking deck surface shall be pressure washed one (1) time per quarter.
- f. The exterior walls of the parking structure and pedestrian bridge, and asphalt and concrete in surface parking lots shall be pressure washed upon request.
- g. Parking structure sheer walls and railings shall be pressure washed upon request.
- h. All areas within the pressure washing scope may require additional spot cleaning as needed, to be incorporated into the janitorial labor budget.

4. Scheduling and Notice

Specified hardscapes shall be cleaned between the hours of 6:00 a.m. and 7:00 a.m. City's Representative to be provided a schedule of cleaning and shall be notified at least 48 hours prior to cleaning if there shall be a temporary change in the schedule commencing in the parking structure or on surface parking lots.

5. Operating Criteria

- a. All trash, debris, tar, freestanding oil, grease, liquids, "green waste," food, cigarette butts, stains, liquids, blood, bird defecation, broken glass, and other materials, substances, and contaminants shall be removed from hardscapes (i.e.
-

sidewalks, walkways, patio, boardwalks, quads, esplanades) prior to cleaning operations.

- b. The removal of materials, substances, and contaminants prior to cleaning operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. Gum is to be scraped as needed. Stains (gum, oil, soda etc.) will be pretreated as needed with biodegradable, non-toxic product. All cleaning agents or residuals thereof, used in this process must be completely removed prior to beginning cleaning operations.
 - c. During regular cleaning operations, Contractor may use high pressure, low-volume washers, and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular cleaning operations, but shall use a steam cleaner to clean sections of hardscapes when pressure washers are not sufficient to thoroughly wash surface.
 - d. At the beginning of cleaning operations, Contractor shall strategically place approved signage and/or barricades at appropriate locations to alert patrons that cleaning is taking place and that the walkways may be slippery. At all times Contractor shall safe guard the public from conditions made unsafe by Contractor's operations.
 - e. During cleaning operations should Contractor notice a hazardous condition he/she shall make the area safe by barricading the area and notifying the City's Representative immediately. It shall be the City's responsibility to remedy the unsafe condition unless the Contractor created the condition.
 - f. The nozzle pressure of equipment shall not be so great so as to dislodge tile/paver grout or cause damage to hardscapes.
 - g. If the nozzle pressure of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be require to remove the materials and produce a thoroughly clean surface.
 - h. All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
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- i. Glass surfaces, which may get wet as a result of cleaning operations, shall be hand-dried immediately after the conclusion of the operation in the immediate area.
- j. Immediately following the cleaning of the hardscape areas, all materials generated by the operation shall be collected and placed in Contractor's onsite trash container or otherwise removed from the site.
- k. All areas barricaded while drying shall be opened by Contractor and made available for use when the area(s) are completely dry.

B. Day Porter Services

Contractor is to provide day porter custodial services seven (7) days per week consisting of at least 1 full time Day Porter from at least 7:00 a.m. to 3:30 p.m. on Monday through Friday and at least one full time Day Porter from 10:00 a.m. to 6:00 p.m. on Saturday and Sunday to maintain all common areas in the Complex in first-class clean condition. Contractor shall use environmentally-friendly products, whenever possible, pre-approved by the City's Representative.

1. Completion Criteria – Day Porter Services

These standards are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturers' recommendations. The quality level of services as outlined in these specifications shall consistently be maintained.

- a. Chrome Surfaces - Cleaning chrome requires the removal of surface spots, fingerprints, smudges, etc. with the appropriate chrome polish.
Standard: Surfaces will present a clean uniform shining appearance free of all soil, marks, smudges, and streaks.
 - b. Damp Mopping - Damp mopping requires the use of cotton or similar yarn type string mops (24 oz.) that have been mechanically wrung/squeezed to remove excess solution for purposes of removing light soil, dirt, liquid or other foreign material from a floor that does not require the complete mopping of the area or when the area is not soiled sufficiently to require wet mopping.
Standard: A damp mopped floor shall be free of all dirt, debris soil, liquids or other foreign material. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the damp mopping task.
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- c. Disinfecting - Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of 10 minutes or per manufacturer's recommendation.
Standard: Surfaces shall be cleaned of material containing living bacteria, viruses, or other contaminations that are capable of causing infections.
- d. Dusting - Normal or low dusting includes all levels up to six (6) feet in height. All high dusting will be above six (6) feet high.
Standard: Items shall be free of any laden airborne materials, streaks, smudges, and cobwebs. Laden airborne matter shall be removed by either mechanical, chemical, or manual means. Devices which merely displace or redistribute the matter, such as feather dusters, will not be used.
- e. Policing - Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather. Standard: Area(s) being policed shall be free of debris. Area(s) shall present an overall clean appearance.
- f. Polishing - Polishing requires the use of a high-speed floor machine and a clean pad designed for polishing or buffing.
Standard: The floor should have a "non-yellowed" high-gloss appearance.
- g. Receptacles and Cleaning - Cleaning and disinfecting receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners. Standard: Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
- h. Spot Cleaning - Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.
Standard: Spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning.
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- i. Sweeping or Dust Mopping - Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation.
Standard: A swept area shall be free of all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original location.
- j. Trash/Waste Removal - Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal.
Standard: All trash/waste and soiled liners shall be removed from all trash/waste containers, and a new trash/waste liner shall be fitted into all such containers.
- k. Vacuuming - Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items (e.g: couches, chairs, walls, curtains/drapes), which require this method of cleaning. Standard: There shall be no evidence of any dust or dirt or any other loose foreign material. Materials shall be left in a lint free state.
- l. Wet Mopping - Wet mopping requires the removal of built up dirt, soil, liquids, or other foreign materials from a floor using clean cotton or similar yarn type string mops (24 oz.) and mechanically wrung out so as to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer.
Standard: A wet mopped floor shall be free of all dirt, debris, soil, liquids, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original positions.

2. Operating Criteria and Frequency of Service

- a. Trash/Recycling Receptacles - Contractor shall inspect and remove debris from 46 trash receptacles daily and twice per day on 16 other receptacles. The locations of the 16 receptacles will be identified by City's Representative. Normal servicing includes removing the plastic liner, properly disposing of the refuse, replacing the plastic liner, cleaning and disinfecting the lid, and using
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a deodorizer if needed. Recycling receptacles shall be inspected when adjacent trash receptacle is serviced, and emptied as needed. Containers shall be cleaned and disinfected to remove stains, smudges, and dried refuse.

- b. Ash Urn Maintenance and Cigarette Butt Disposal - Ash urns are to be emptied and cleaned daily. Replace fill as needed. Clean up cigarette butts from smoking areas.
 - c. Garage Elevator Maintenance – Chrome and wood surfaces within the two (2) garage structure elevators are to be cleaned daily. Call buttons and surrounding area are to be cleaned and disinfected. Carpets are to be vacuumed and deodorizer used if needed. Granite floors are to be wet mopped daily and polished as needed. Check emergency phones and lighting and report any issues to City's Representative immediately.
 - d. Policing – Contractor shall locate and clean refuse accumulations (hot spots) on sidewalks and other surfaces throughout the common areas of the Complex daily to maintain an overall clean appearance. This includes removing loose papers, glass, cans, bottles, and other debris found in landscape, planters, tree wells, parking structure, and on sidewalks, pedestrian bridge, throughways, surface parking lots, and perimeter walkways. Spot clean sidewalks and remove gum, spills, and other foreign substances.
 - e. Walkway and Convention Center loading area blowing – Contractor shall use a professional Back Pack Blower to blow off all perimeter walkways and Convention Center loading area to remove all debris such as cigarette butts, papers, cups, cans, bottles, leaves, and other debris weekly.
 - f. Other Services
 - a. Handle emergency cleanups.
 - b. Immediately notify City's Representative of potential hazards or unsafe conditions.
 - c. Damp wipe bollards, benches, smooth surface planters daily.
 - d. Damp wipe trash receptacles and ash urns daily.
 - e. Clean up bird droppings daily.
 - f. Damp wipe light fixtures and light poles along pathways as needed.
 - g. Damp wipe exterior light fixtures up to 12' in/on the parking structure and in surface parking lots monthly.
 - h. Dust cobwebs in elevator bays and around light fixtures throughout the parking structure as needed.
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- i. Damp wipe monument and directional signs as needed. Report bent, broken, or damaged signs to the City's Representative.
- j. Dust or damp wipe fire extinguisher boxes, bike storage boxes, electrical boxes and panels as needed.
- k. Dust cobwebs up to 12' from areas such as the Convention Center main entrance, Hotel main and other entrances, Techmart entrance, canopies, light fixtures as needed.
- l. Sweep bark back into place as needed.
- m. Make sure benches, trash cans, ash urns, and directories are in their place and properly secured.
- n. Damp wipe under canopy light fixtures up to 12' inside and out as needed but not less often than monthly.
- o. Damp wipe all exterior parking and stairwell handrails inside and out as needed, but not less often than monthly.
- p. Remove staples, posters, flyers, debris and posted material throughout the Complex, including street perimeter and rooftop parking areas.
- q. Damp wipe parking lot pole light bases and parking gate arms as needed, but not less than monthly.
- r. Clear all parking lot drains of debris, as needed.
- s. Check for graffiti daily and report immediately to City's Representative. Remove and/or paint over with matching paint. For tagged areas larger than 5' x 5' the City's Representative will determine if Contractor will clean/paint for an additional charge or other arrangements will be made.
- t. Notify City's Representative of any area that is unable to be cleaned.
- u. Vacuum and dust garage office once a month.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UNIVERSAL SITE SERVICES, INC.**

**FOR THE 2017-2022 JANITORIAL AND PRESSURE WASHING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed five hundred sixty three thousand six hundred and fifty six dollars and fifty-two cents (\$563,656.52), for the initial term. The City Manager has the option to extend this Agreement for up to two (2), one (1) year extended terms, which brings the total not-to-exceed amount for FY 2017-2022 to nine hundred sixty eight thousand one hundred and seventy three dollars and ninety nine cents (\$968,173.99), subject to budget appropriations.

FY 2017-18	\$182,360.00
FY 2018-19	\$187,830.80
FY 2019-20	\$193,465.72
FY 2020-21	\$199,269.69
FY 2021-22	<u>\$205,247.78</u>
Total	\$968,173.99

See Attached Fee Schedule for Janitorial and Pressure Washing Services:

Fee Schedule - Custodial Services

Contractor shall provide a schedule of rates and fees which include all billing amounts and costs:

July 1, 2017 - June 30, 2018
Year 1

Day porter hours shall consist of a total of 12 working hours each day No Work performed on Christmas and Thanksgiving										
Option	Days	Hours	Per Week	Wage	Days	Per Hour Rate	Total Hours	Annually	Monthly	
Day porter 1	7	8	56	\$15.00	Monday-Sunday	\$29.00	2896	\$83,984.00	\$6,998.67	
Day porter 2	7	4	28	\$14.24	Monday-Sunday	\$24.50	1448	\$35,476.00	\$2,956.33	
								84	\$119,460.00	\$9,955.00
								Disposal Cost of 3 yard bin	\$4,380.00	\$365.00
								Supply Costs	\$1,320.00	\$110.00
Year 1 Total								\$125,160.00	\$10,430.00	

July 1, 2018 - June 30, 2019
Year 2

Day porter hours shall consist of a total of 12 working hours each day No Work performed on Christmas and Thanksgiving										
Option	Days	Hours	Per Week	Wage	Days	Per Hour Rate	Total Hours	Annually	Monthly	
Day porter 1	7	8	56	\$15.45	Monday-Sunday	\$29.87	2896	\$86,503.52	\$7,208.63	
Day porter 2	7	4	28	\$14.67	Monday-Sunday	\$25.24	1448	\$36,540.28	\$3,045.02	
								84	\$123,043.80	\$10,253.65
								Disposal Cost of 3 yard bin	\$4,511.40	\$375.95
								Supply Costs	\$1,359.60	\$113.30
Year 1 Total								\$128,914.80	\$10,742.90	

July 1, 2019 - June 30, 2020
Year 3

Day porter hours shall consist of a total of 12 working hours each day No Work performed on Christmas and Thanksgiving										
Option	Days	Hours	Per Week	Wage	Days	Per Hour Rate	Total Hours	Annually	Monthly	
Day porter 1	7	8	56	\$15.91	Monday-Sunday	\$30.77	2896	\$89,098.63	\$7,424.89	
Day porter 2	7	4	28	\$15.11	Monday-Sunday	\$25.99	1448	\$37,636.49	\$3,136.37	
								84	\$126,735.11	\$10,561.26
								Disposal Cost of 3 yard bin	\$4,646.74	\$387.23
								Supply Costs	\$1,400.39	\$116.70
Year 1 Total								\$132,782.24	\$11,065.19	

	Annually	Monthly
Year 1	\$125,160.00	\$10,430.00
Year 2 - 3%	\$128,914.80	\$10,742.90
Year 3 - 3%	\$132,782.24	\$11,065.19
	\$386,857.04	

If extended for an additional two (2) years

	Percentage	Annually	Monthly
Year 4	3%	\$136,765.71	\$11,397.14
Year 5	3%	\$140,868.68	\$11,739.06

Fee Schedule - Washing Services

July 1, 2017- June 30, 2018
Year 1

Description	Frequency	Per Service	# Times	Annually	Monthly
Granite / Concrete Surfaces at Entrances to Techmart, Convention Center, and Hyatt	1x Per Week	\$400.00	52	\$20,800.00	\$1,733.33
Main Walkways, Pedestrian bridge, Patio area behind Hyatt	1x Per Week	\$300.00	52	\$15,600.00	\$1,300.00
Parking Structure Elevator bays & stairwells	1x Per Week	\$300.00	52	\$15,600.00	\$1,300.00
Exterior concrete furnishings and Trash Receptacles	1x Per Month	\$300.00	12	\$3,600.00	\$300.00
Surrounding walkways and bomanite in front of Hyatt, Techmart & Convention Center	1x Per Quarter	\$400.00	4	\$1,600.00	\$133.33
				\$57,200.00	\$4,766.67
Year 1 Total				\$57,200.00	\$4,766.67
Description	Frequency	Per Service	# Times	Annually	Monthly
Exterior Walls of parking structure and pedestrian bridge	Upon Request	\$3,335.00	1	\$3,335.00	N/A
Parking structure sheer walls and railings	Upon Request	\$2,000.00	1	\$2,000.00	N/A
Parking Structure top deck surface (Using Scrubber)	Upon Request	\$6,000.00	1	\$6,000.00	N/A
		\$11,335.00		\$11,335.00	

July 1, 2018- June 30, 2019
Year 2

Description	Frequency	Per Service	# Times	Annually	Monthly
Granite / Concrete Surfaces at Entrances to Techmart, Convention Center, and Hyatt	1x Per Week	\$412.00	52	\$21,424.00	\$1,785.33
Main Walkways, Pedestrian bridge, Patio area behind Hyatt	1x Per Week	\$309.00	52	\$16,068.00	\$1,339.00
Parking Structure Elevator bays & stairwells	1x Per Week	\$309.00	52	\$16,068.00	\$1,339.00
Exterior concrete furnishings and Trash Receptacles	1x Per Month	\$309.00	12	\$3,708.00	\$309.00
Surrounding walkways and bomanite in front of Hyatt, Techmart & Convention Center	1x Per Quarter	\$412.00	4	\$1,648.00	\$137.33
				\$58,916.00	\$4,909.67
Year 2 Total				\$58,916.00	\$4,909.67
Description	Frequency	Per Service	# Times	Annually	Monthly
Exterior Walls of parking structure and pedestrian bridge	Upon Request	\$3,435.05	1	\$3,435.05	N/A
Parking structure sheer walls and railings	Upon Request	\$2,060.00	1	\$2,060.00	N/A
Parking Structure top deck surface (Using Scrubber)	Upon Request	\$6,180.00	1	\$6,180.00	N/A
		\$11,675.05		\$11,675.05	

Fee Schedule - Washing Services

July 1, 2019- June 30, 2020

Year 3

Description	Frequency	Per Service	# Times	Annually	Monthly
Granite / Concrete Surfaces at Entrances to Techmart, Convention Center, and Hyatt	1x Per Week	\$424.36	52	\$22,066.72	\$1,838.89
Main Walkways, Pedestrian bridge, Patio area behind Hyatt	1x Per Week	\$318.27	52	\$16,550.04	\$1,379.17
Parking Structure Elevator bays & stairwells	1x Per Week	\$318.27	52	\$16,550.04	\$1,379.17
Exterior concrete furnishings and Trash Receptacles	1x Per Month	\$318.27	12	\$3,819.24	\$318.27
Surrounding walkways and homanite in front of Hyatt, Techmart & Convention Center	1x Per Quarter	\$424.36	4	\$1,697.44	\$141.45
				\$60,683.48	\$5,056.96
				Year 3 Total	\$60,683.48 \$5,056.96
Description	Frequency	Per Service	# Times	Annually	Monthly
Exterior Walls of parking structure and pedestrian bridge	Upon Request	\$3,538.10	1	\$3,538.10	N/A
Parking structure sheer walls and railings	Upon Request	\$2,121.80	1	\$2,121.80	N/A
Parking Structure top deck surface (Using Scrubber)	Upon Request	\$6,365.40	1	\$6,365.40	N/A
				\$12,025.30	\$12,025.30

These Annual totals do not include the "Upon Request" Work

	Annually	Monthly
Year 1	\$57,200.00	\$4,766.67
Year 2 - 3% Increase	\$58,916.00	\$4,909.67
Year 3 - 3% Increase	\$60,683.48	\$5,056.96
	\$176,799.48	

If extended for an additional two (2) years	Annually	Monthly
Year 4 - 3% Increase	\$62,503.98	\$5,208.67
Year 5 - 3% Increase	\$64,379.10	\$5,364.93
	\$126,883.09	

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20.10.11.85 or the combination of CG 20.10.03.97 and CG 20.37.10.01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara : Building Maintenance

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UNIVERSAL SITE SERVICES, INC.**

**FOR THE 2017-2022 JANITORIAL AND PRESSURE WASHING SERVICES
AT THE SANTA CLARA CONVENTION CENTER COMPLEX**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
UNIVERSAL SITE SERVICES, INC.**

**FOR THE 2017-2022 JANITORIAL SERVICES AND PRESSURE WASHING
AT THE SANTA CLARA CONVENTION CENTER COMPLEX**

EXHIBIT E

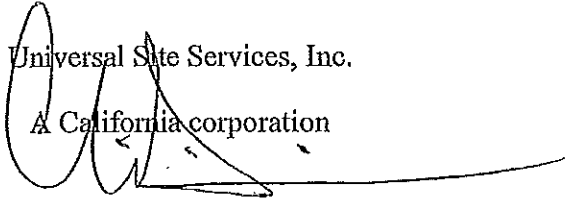
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Universal Site Services, Inc.
A California corporation

By: 

Signature of Authorized Person or Representative

Name: Chris Dickie

Title: Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

TALENT FOR THE ALL PURPOSE APOSTILLED CERTIFICATE

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 CALIFORNIA)

COUNTY OF Santa Clara)

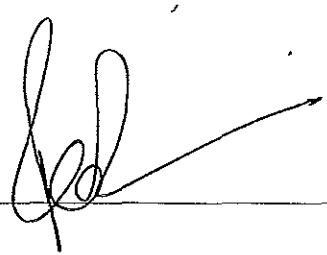
On 6/7/17 before me, RASIK G. PATEL Notary Public, Date (here insert name and title of the officer)

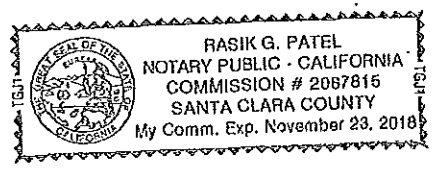
personally appeared Chris Dickie

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 signature(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.

WITNESS my hand and official seal.

Signature: 



OPTIONAL

Description of Attached Document Affidavit & Compliance with Ethical Std.

Title or Type of Document: _____ Number of Pages: 1+1 = 2

Document Date: 6/17/17 Other: _____