

SERVICES AGREEMENT

UNIVERSAL BUILDING MAINTENANCE, LLC dba ALLIED UNIVERSAL JANITORIAL SERVICES

[Custodial Services at Various City Facilities for Supplemental Sanitization Services Due to COVID-19 Emergency]

On this ____ day of _____, 2020, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **UNIVERSAL BUILDING MAINTENANCE, LLC, a California limited liability company doing business as ALLIED UNIVERSAL JANITORIAL SERVICES** ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Custodial Services at Various Facilities for Supplemental Sanitization Services Due to COVID-19 Emergency** ("Services"), on an as-needed basis. Contractor shall perform the Services on an as-needed basis, in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for a term of Twelve (12) months from March 23, 2020 to March 23, 2021, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Five Hundred Thousand Dollars (\$500,000)**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the

Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

City of Riverside

**Attn: General Services Director
3900 Main Street
Riverside, CA 92522**

To Contractor

**Universal Building Maintenance,
LLC dba Allied Universal Janitorial
Services**

**Attn: Joanna Velarde
P.O. Box 31001-2374
Pasadena, CA 91110-2374**

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

UNIVERSAL BUILDING MAINTENANCE
a California limited liability company
dba ALLIED UNIVERSAL JANITORIAL
SERVICES

By: _____
City Manager

By: Mark E. Olivas
Mark E. Olivas (Jul 1, 2020 15:49 PDT)

Mark E. Olivas

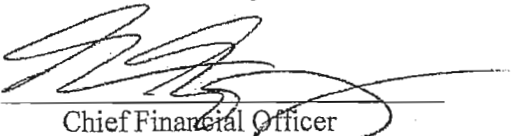
[Printed Name]

Attest: _____
City Clerk

President

[Title]

Certified as to Availability of Funds

By: 
Chief Financial Officer

By: _____

[Printed Name]

[Title]

Approved as to Form:


By: 
Ruthann Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The work to be performed for this agreement will be in addition to current janitorial services and is on an as-needed basis. If requested in writing by the City, Contractor will perform the services set forth in this exhibit. It will consist of daily disinfection teams that will go from facility to facility and disinfect high traffic touchpoints. The scope shall include but is not limited to the sanitization of lobby/common areas, chairs, countertops, tables, door handles, drinking fountains, elevator, restroom door handles, faucets, soap dispensers, and stairwell rails. Due to COVID-19, there may be a need to increase the frequency of service provided at individual facilities as they reopen, or to perform reactive disinfecting services in the event of a presumptive case of COVID-19 in the workplace. On request, the vendor can provide Evaclean, a new standard in infection prevention service (sporicidal/disinfectant), and detailed deep cleaning in designated employee work areas.

EXHIBIT "B"

COMPENSATION

No	Job Site	Address	Zip	Frequency per Wk	Pro Rata 9-Mth Amount	Base Cost Year 2	Base Cost Year 3
1	CMO GTV	980 Dalton Road	92501	2X	\$ 2,239.34	\$ 3,150.46	\$ 3,330.26
	CMO GTV	Sub Total - A			\$ 2,239.34	\$ 3,150.46	\$ 3,330.26
	Corp Yard Breezeway Restrooms	8095 Lincoln Avenue	92504	5X	\$ 9,297.82	\$ 13,243.82	\$ 14,109.85
	Corp Yard CNG Facility	8095 Lincoln Avenue	92504	3X	\$ 2,987.54	\$ 4,180.03	\$ 4,395.98
	Corp Yard Emergency OPS Center (EOC)	8095 Lincoln Avenue	92504	3X	\$ 7,767.17	\$ 10,894.32	\$ 11,485.27
	Corp Yard Guard Shack Restrooms	8095 Lincoln Avenue	92504	3X	\$ 462.00	\$ 635.97	\$ 656.69
	Corp Yard Main	8095 Lincoln Avenue	92504	3X	\$ 11,773.02	\$ 16,521.64	\$ 17,426.88
	Corp Yard Parks	8095 Lincoln Avenue	92504	3X	\$ 11,773.02	\$ 16,521.64	\$ 17,426.88
	Corp Yard Transit	8095 Lincoln Avenue	92504	3X	\$ 2,987.54	\$ 4,180.03	\$ 4,395.98
	Corp Yard Fire Maintenance	8095 Lincoln Avenue	92504	2X	\$ 759.24	\$ 1,045.33	\$ 1,082.99
	Corpyard	Sub Total - B			\$ 47,807.36	\$ 67,222.77	\$ 70,980.53
	RAL Airport	6951 Flight Road	92504	3X	\$ 9,045.28	\$ 12,696.85	\$ 13,393.57
	Airport	Sub Total - C			\$ 9,045.28	\$ 12,696.85	\$ 13,393.57
	DEV Hulen Place (DEV)	2880 Hulen Place	92507	5X	\$ 3,306.16	\$ 4,656.62	\$ 4,920.19
	DEV Hulen Place (DEV)	Sub Total - D			\$ 3,306.16	\$ 4,656.62	\$ 4,920.19
12	FIR Fire Station #1	3401 University Avenue	92501	3X	\$ 5,882.35	\$ 8,270.69	\$ 8,732.46
	FIR Fire Station #1	Sub Total - E			\$ 5,882.35	\$ 8,270.69	\$ 8,732.46
13	PW WQCP Management Facility	5950 Acorn Street	92504	5X	\$ 3,920.40	\$ 5,525.27	\$ 5,841.57
14	PW WQCP Water Quality Control Plant	5950 Acorn Street	92504	5X	\$ 34,695.50	\$ 49,047.84	\$ 52,005.36
	PW WQCP	Sub Total - F			\$ 38,615.90	\$ 54,573.11	\$ 57,846.92
15	PW Central Parking	3787 University Avenue	92501	3X	\$ 2,959.01	\$ 4,184.99	\$ 4,433.63
16	PW Public Works	3750 Market Street	92501	5X	\$ 6,395.75	\$ 9,025.96	\$ 9,554.69
17	PW SBOD/TRITECH	3752 Market Street	92501	5X	\$ 2,615.15	\$ 3,679.38	\$ 3,883.65
	PW Parking Services	Sub Total - G			\$ 11,969.92	\$ 16,890.33	\$ 17,871.97
18	LIB Arlanza Library	8267 Philbin Avenue	92503	6X	\$ 10,466.83	\$ 14,783.76	\$ 15,662.35
19	LIB Arlington Library	9556 Magnolia Avenue	92503	6X	\$ 14,335.22	\$ 20,294.91	\$ 21,536.91
20	LIB Casa Blanca Library	2985 Madison Street	92504	6X	\$ 9,443.64	\$ 13,336.71	\$ 14,127.45
21	LIB Eastside Library	4033-C Chicago Avenue	92507	6X	\$ 10,466.83	\$ 14,783.76	\$ 15,662.35
22	LIB La Sierra Library	4600 La Sierra Avenue	92505	7X	\$ 11,666.73	\$ 16,508.88	\$ 17,512.47
23	LIB Main Library	3581 Mission Inn Avenue	92501	7X	\$ 59,135.08	\$ 84,080.50	\$ 89,501.46
24	LIB Marcy Library	6927 Magnolia Avenue	92506	6X	\$ 11,721.18	\$ 16,608.05	\$ 17,633.39
25	LIB Orange Terrace Library	20010-A Orange Terr Pkw	92508	6X	\$ 13,562.98	\$ 19,162.51	\$ 20,306.96
	Libraries	Sub Total - H			\$ 140,798.48	\$ 199,559.07	\$ 211,943.34
26	PAR Park & Recreation Admin. Marcy 2nd	6927 Magnolia Avenue	92506	5X	\$ 8,308.91	\$ 11,706.43	\$ 12,379.86
	Parks	Sub Total - I			\$ 8,308.91	\$ 11,706.43	\$ 12,379.86
27	MUS Municipal Museum	3580 Mission Inn Avenue	92501	1X	\$ 4,349.48	\$ 6,016.61	\$ 6,279.46
	Museum	Sub Total - J			\$ 4,349.48	\$ 6,016.61	\$ 6,279.46
28	**CH City Hall**	3900 Main Street	92522	3X	\$ 81,654.05	\$ 114,754.00	\$ 121,192.58
29	City Council Chambers	3900 Main Street	92522	3X	\$ 5,247.44	\$ 7,376.08	\$ 7,785.93
	City Hall	Sub Total - K			\$ 86,901.49	\$ 122,130.08	\$ 128,978.51
30	RPU Casa Blanca CRC (PU)	3025 Madison Street	92504	5X	\$ 12,170.57	\$ 17,192.77	\$ 18,217.12
31	RPU Gateway Building	3534 14th Street	92501	5X	\$ 11,738.55	\$ 16,581.82	\$ 17,569.09
32	RPU Orange Square (PU)	3901 Orange Street	92501	6X	\$ 39,010.61	\$ 55,262.65	\$ 58,678.16
33	RPU POE Bldg.. (PU)	3902 Mulberry Street	92507	5X	\$ 8,259.00	\$ 11,674.47	\$ 12,373.58
34	RPU UOC Electric Substation	2911 Adams Street	92504	5X	\$ 1,258.72	\$ 1,761.10	\$ 1,848.95
35	RPU UOC Main Bldg..	2911 Adams Street	92504	5X	\$ 40,770.93	\$ 57,779.73	\$ 61,367.23
36	RPU UOC Men's Locker Room Bldg. B	2911 Adams Street	92504	5X	\$ 3,514.12	\$ 4,992.78	\$ 5,306.85
37	RPU UOC Technicians Office Bldg. B	2911 Adams Street	92504	5X	\$ 650.63	\$ 901.13	\$ 936.80
38	RPU UOC Trailer (PU)	2911 Adams Street	92504	5X	\$ 1,258.72	\$ 1,761.10	\$ 1,848.95
39	RPU UOC Water Meter Shop Bldg. B	2911 Adams Street	92504	5X	\$ 691.58	\$ 959.04	\$ 998.22
40	RPU UOC Water Ops Maint Ofc Bldg. B	2911 Adams Street	92504	5X	\$ 1,120.52	\$ 1,565.65	\$ 1,641.65
	RPU	Sub Total - L			\$ 120,443.95	\$ 170,432.21	\$ 180,786.60
41	RPU RERC and Clearwater Cogen	5901 Payton Avenue	92504	3X	\$ 7,182.26	\$ 10,086.92	\$ 10,643.04
	RPU Cogen	Sub Total - M			\$ 7,182.26	\$ 10,086.92	\$ 10,643.04
	Total Lump Sum Amount				\$ 486,850.89	\$ 687,392.05	\$ 728,086.71
						Total Contract-9 mths	\$ 64,902,529.73

Detailed Alternative Price				Base Cost Year 2	Base Cost Year 3
Alternate deductive cost if the City provides cleaning products and paper goods				\$ 45,448.33	\$ 46,029.17
ADDITIONAL / SUBTRACTING ITEMS					
Additional areas/facilities, per square foot		\$1.33 per			
Additional stripping, waxing and sealing floors, per square foot		\$0.18 per			
Additional window washing, per hour		\$18.00			
Additional cleaning (sweeping, mopping, dusting, kitchen and restroom), per square		\$0.10 per			
Additional carpet and upholstery cleaning, per square foot		0.15 per			
Emergency services, per hour		\$25.00			
Additional labor, per person per hour (day porter)		\$18.00			
Additional labor, per person per hour (custodian)		\$18.00			
Additional Supervisor, per person per hour		\$22.50			

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

We attribute our continued success to the ongoing development and retention of our management teams. This aspect sets us apart from our competition. All of our managers and supervisors have several years of experience within the building maintenance industry and have a reputation for providing outstanding customer service.



Mark Olivas - President

Mr. Olivas has been in the janitorial industry for over 17 years and is very familiar with all aspects of the West Coast market. His vast experiences in the industry have provided him with the knowledge to overcome any cleaning issue, labor management problem, and safety matter that may affect the janitorial industry. He served as the Managing Director for OneSource and managed over 120 million square feet and revenues in excess of \$160 million a year. The industry has changed in large part because of the initiative and creative imagination that Mr. Olivas has delivered to the industry. Mr. Olivas' hands on management style and inter personal relationships have made Allied Universal Janitorial Services an organization that attracts the top management talent in the market.

Mr. Olivas started his career in the janitorial industry after serving in the US Army for over 8 years as a Non Commissioned Officer. In 1991, Mark completed his commitment to the Army and began working as an area supervisor for Commercial Building Maintenance in the City of Commerce. Mr. Olivas then became one of the youngest Operations Managers in Los Angeles and was also one of the youngest Branch Managers to work for ISS after the acquisition of Commercial Building Maintenance. Several years later Mark was promoted to Senior Branch Manager and then Vice President of OneSource. Mark educated himself in all facets of the janitorial business and soon found his role as Managing Director for the West Coast of the 2nd largest janitorial company in the United States.

Mark is very well regarded within the industry because of his ground level experience and the personal attention he paid to everyone that he has partnered within the high rise market, office park complex, business improvement district and industrial office environments. Mark understands the value of commitment to customer service and serving his employees. Mark is an active member of BOMA, IREM and sat on the Associate Leadership Council for BOMA in Los Angeles.



Rafael Sorto - Regional Vice President – Orange County

Rafael Sorto has been in the janitorial industry for more than 30 years. During his tenure he has acquired unsurpassed knowledge and experience in all aspects of the service industry. Truly beginning his career from the ground floor, Mr. Sorto learned the business as a day porter and was soon discovered as a true talent in the market place. Through education and experience, Mr. Sorto has held positions such as Area Manager, Operations Manager, Project Manager, District Manager, Director of Operations, Senior District Manager and Vice President of Operations.

Mr. Sorto was employed by ISS/OneSource for over 20 years and was involved in the acquisitions of Benco, Flagship Doral, Commercial Cleaning, Ogden Allied and UBM. He then moved to DMS Facility Services in 2000 as Vice-President of Operations for the Orange County and Inland Empire Areas. Mr. Sorto has a great rapport with the union's leadership and has been involved in all of the contract negotiations for Orange County. Mr. Sorto is an active member of BOMA, IREM, and IFMA. He has served on the board of Casita de San Jose, Assistant Coach of Basketball (NJB), as well as Scoutmaster for the Boy Scouts of America. Mr. Sorto holds degrees in Information Systems, Paralegal Studies and Spanish.



Ramon Acosta – Branch Manager

With 20 years of experience in the janitorial industry, Ramon Acosta has proven to go above and beyond earning him building of the year and outstanding client reviews. Ramon first began as a night project manager at Park Place in Orange County, managing 2.2 million sq. ft. and supervising over 65 employees. Years later, Ramon began his journey with the Irvine Company for six years, eventually becoming a project manager at the Staples Center in Los Angeles for two years.

Mr. Acosta joined Allied Universal Janitorial Services in 2008, as an Account Executive, managing over 10 buildings, totaling approx. 2.5 million square feet throughout Orange County. Ramon was recently promoted to Branch Manager, where he assists Rafael Sorto by managing the Inland Empire and North Orange County projects. Ramon continues to build great partnerships with both clients and fellow employees in his new role.



Jose Urias – Account Executive

Mr. Urias started his career in the janitorial industry with ISS over 30 years ago. Jose was a Project Manager for Koll Center in Newport Beach, CA, overseeing 1.5 million sf of Class "A" office. After seven years in that position, Jose accepted a position with OneSource as the Project Manager for Metro Center in Costa Mesa. Jose then took a position at DMS Facility Services as the Project Manager for Norwalk Government Center in 2000. At the time, Jose managed a crew of 14 night cleaners and four day porters.

In 2008, Mr. Urias joined Allied Universal Janitorial Services as an Account Executive for the Inland Empire branch. Jose's long career in the janitorial industry gives him the knowledge and experience to provide creative cleaning solutions to all of his clients' needs. He is able to work alongside both property and facility managers to ensure that service delivery exceeds his clients' expectations.



Joanna Velarde- Business Development Manager

Ms. Velarde is a graduate of the University of Southern California with a degree in Communication with an emphasis in Business Administration. She began her career in the real estate industry at the California Apartment Association Greater Inland Empire as their Events and Education Manager, where she spearheaded the digital marketing, educational platform, event planning and strategic partnerships for the non-profit organization for over 4 years.

After the chapter closed, Ms. Velarde join United Paving Company as their Marketing Manager, developing their online marketing content, social media, driving client relationships and producing branded events. Ms. Velarde then furthered her career at HARBRO Emergency Services as their Account Manager for the Inland Empire, where she spent nearly 5 years leading sales and business development efforts for the region. During her tenure, she ranked consistently in the top 5% in sales company wide, and was awarded Employee of the Year in 2016.

Ms. Velarde joined Allied Universal Janitorial Services in 2019 as their Business Development Manager, spearheading the expansion of the brand and the business for the Inland Empire. A natural connector with a passion for cultivating long term relationships, Joanna has built a solid reputation on authenticity, advocacy and genuine connection with her clients. Joanna is a member of IREM IE, CAA IE and a Board Member for BOMA IE. She has been awarded IREM IE Friend of the Year, BOMA IE Industry Partner of the Year, and BOMA IE President's Award twice.

ADDITIONAL SUPPORT STAFF

◆	Ryan Valencia	Vacancy Specialist
◆	Judi Kincaid	Sr. Billing Specialist
◆	Paula Malone	VP of Human Resources
◆	Doris Gil	Director, Human Resources
◆	Lorena Vasquez	Regional Human Resources Manager
◆	Patricia De Leon	Health & Safety, Supervisor
◆	Julie Havel	Director, Safety Programs
◆	Jeff Quinn	Director of Risk Management