

**AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT
AND ALLIED UNIVERSAL JANITORIAL SERVICES, LLC FOR
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS
SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of September, 2021 by and between the City of Claremont, a municipal corporation of the State of California, located at 207 Harvard, Claremont, California 91711, ("City") and Allied Universal Janitorial Services, LLC, a limited liability company, with its principal place of business at 1815 Wilshire Ave, Suite 912, Santa Ana, CA 92705 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing custodial services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 1, 2021 to October 31, 2024, with two (2) optional one-year extensions, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The

Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Maintenance Supervisor, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Devin Samaha, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by

the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related

investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred ten thousand eight hundred forty-eight dollars (\$210,848.00) without advance written approval of City's project manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it

may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Allied Universal Janitorial Services, LLC
1815 Wilshire Ave., Suite 912
Santa Ana, CA 92705
Attn: Devin Samaha

CITY:

City of Claremont
P.O. Box 880
Claremont, CA 91711
Attn: Cari Dillman, Community Services Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

CITY OF CLAREMONT

By: 
City Manager

Universal Building Maintenance, LLC d/b/a
ALLIED UNIVERSAL JANITORIAL SERVICES

By: 

Name: Mark E. Olivas

Title: President

Approved as to Form:

RUTAN & TUCKER


City Attorney

EXHIBIT A

MANNER OF PERFORMING SERVICES

PART I

GENERAL SPECIFICATIONS

1.00 GENERAL REQUIREMENTS

- 1.01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.02 CONTRACTOR shall provide at its expense all labor, materials, equipment, tools, services, and special skills necessary for the provision of custodial maintenance services, except as otherwise specified hereinafter. The premises shall be maintained to the highest of standards at no less than the frequencies set forth herein.
- 1.03 CONTRACTOR is hereby required to render and provide custodial maintenance services including, but not limited to; dusting, wiping, polishing, mopping, buffing, vacuuming, sweeping, and cleaning offices, hallways, meeting rooms, building restrooms, kitchens, elevators, and lunchrooms as well as park restrooms and all other maintenance required to maintain the areas included in this CONTRACT in a safe, attractive, and usable condition.
- 1.04 Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed; thoroughly familiar with CONTRACT requirements and prepared to provide all services required. Failure to provide full services from the first day of work under this CONTRACT may result in deductions from payment.
- 1.05 CONTRACTOR shall, during the term of this CONTRACT, only use personnel who have passed a background evaluation. The City will not allow services to be performed by members of the CONTRACTOR'S organization until a background evaluation is performed and the Department of Justice has indicated that they have passed. CONTRACTOR shall bare the full cost of the background evaluation for all its employees working under this CONTRACT. CONTRACTOR to notify CONTRACT ADMINISTRATOR of any changes to CONTRACTOR'S work personnel.
- 1.06 CONTRACTOR shall, during the term of this CONTRACT, respond to all callbacks to the satisfaction of the CONTRACT ADMINISTRATOR, within two (2) hours of notification.
- 1.07 CONTRACTOR shall report to the CONTRACT ADMINISTRATOR all observations of: graffiti and other vandalism; illegal activities; transients; missing or damaged equipment or signs; hazards or potential hazards. The CITY will remove and/or repair reported graffiti, vandalism, damaged equipment, signs, or hazards.
- 1.08 The following is an excerpt from Senate Bill 20, Displaced Janitor Opportunity Act. The full text of the bill is attached hereto as Appendix B.

"The successful CONTRACTOR OR SUBCONTRACTOR shall retain, for a 60-day transition employment period, employees who have been employed by the terminated CONTRACTOR or its SUBCONTRACTORS, if any, for the preceding four

months or longer at the site or sites covered by the successful service contract unless the successor CONTRACTOR or successor SUBCONTRACTOR has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract."

By signing and/or authorizing this submittal, the CONTRACTOR acknowledges that they have read and understood the meaning, intent and requirements of said Act; and acknowledges said Act is included as part of this cost, and the CONTRACTOR will be required to abide by the terms of said Act.

2.00 FACILITIES TO BE MAINTAINED

2.01 The facilities to be maintained under the provisions of this CONTRACT are located at:

Buildings	Square Footage	Address
Alexander Hughes Community Center	32,000 sq ft	1700 Danbury Road
Blaisdell Senior Center	1,500 sq ft	440 S. College Avenue
Cemetery Office	900 sq ft	410 Sycamore Avenue
City Hall	22,000 sq ft	207 Harvard Avenue
Community Services Department	8,180 sq ft	1616 Monte Vista Avenue
Motor Fleet office		1616 Monte Vista Avenue
Maintenance and Sanitation offices		1616 Monte Vista Avenue
Larkin Park Community Building	800 sq ft	660 Mountain Avenue
Garner House	6,200 sq ft	840 N. Indian Hill Boulevard
Joslyn Annex	2,880 sq ft	660 Mountain Avenue
Joslyn Center	6,100 sq ft	660 Mountain Avenue
Weinberger Wing	1,000 sq ft	660 Mountain Avenue
Parking Structure Restrooms	330 sq ft	470 W. First Street
Parking Structure Elevators	90 sq ft	470 W. First Street
Police Department	8,200 sq ft	570 W. Bonita Avenue
Police Department Portable (PACT)	1,500 sq ft	570 W. Bonita Avenue
Police Department Portable (Conf Rm)	1,500 sq ft	570 W. Bonita Avenue
Police Department Portable (Evidence Rm)	1,500 sq ft	570 W. Bonita Avenue
Taylor Hall	8,600 sq ft	1775 N. Indian Hill Boulevard
Youth Activity Center	6,200 sq ft	1717 N. Indian Hill Boulevard

2.02 CONTRACTOR acknowledges personal inspection of the sites and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the premises in their present physical condition and agrees to make no demands upon CITY for any improvements or alterations thereof.

3.00 PAYMENT AND INVOICES

3.01 The CONTRACTOR shall present monthly invoices, for all work performed during the preceding month. Said invoice shall include all required certifications and reports as specified hereinafter. The invoice shall be submitted on or before the fifth (5th) day of each month in the amount of the compensation to be paid by the CITY for all services rendered by the CONTRACTOR under the terms and conditions of this CONTRACT. Said payment shall be made in a timely manner upon receiving the invoices, providing that all

work performed during the preceding month has been inspected and accepted by the CONTRACT ADMINISTRATOR and that applicable certifications have been submitted in accordance with the provisions of this CONTRACT.

- 3.02 EXTRA WORK. Invoices for approved Extra Work shall be in a format acceptable to the CONTRACT ADMINISTRATOR, including attachments, such as copies of suppliers' invoices, which the CONTRACT ADMINISTRATOR may require to verify CONTRACTOR'S billing. Invoices for Extra Work shall be submitted on separate invoices. Unless otherwise requested by the CONTRACT ADMINISTRATOR, one invoice shall be submitted for each discrete and complete item of Extra Work.
- 3.03 DELETIONS. In the event the CITY transfers title or maintenance responsibility of the premises or a portion thereof, this CONTRACT shall continue in full force and effect, except said portion, at the discretion of the CONTRACT ADMINISTRATOR, may be deleted from the premises to be maintained and the CONTRACT sum shall be reduced accordingly.
- 3.04 ADDITIONS. The CONTRACT ADMINISTRATOR may, at his discretion, add new facilities to be maintained and/or require additional services. The CONTRACTOR shall be compensated for the additional facilities or services that are designated after the date of the commencement of this CONTRACT based on the submission of an approved maintenance cost of service, consistent in all respects with this CONTRACT, and shall contain all information as required in the request for additional services. The cost for additional services shall not exceed the cost to provide maintenance for similar facilities being maintained under this CONTRACT.
- 3.05 Additional compensation may be authorized at the discretion of the CONTRACT ADMINISTRATOR, subject to CITY budgetary conditions, for work deemed necessary by the CONTRACT ADMINISTRATOR due to extraordinary incidents or circumstances.

4.00 INSPECTIONS, MEETINGS, & REPORTS

- 4.01 The CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment and materials, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 4.02 The CONTRACTOR or his authorized representative may meet with the CONTRACT ADMINISTRATOR or his representative on each site at the discretion and convenience of the CONTRACT ADMINISTRATOR, for walk-through inspections.
- 4.03 CONTRACTOR shall provide to the CONTRACT ADMINISTRATOR completed Safety Data Sheets (SDS) and/or regular reports as the CONTRACT ADMINISTRATOR deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CONTRACT ADMINISTRATOR pertinent information relative to this CONTRACT.
- 4.04 Upon commencement of the contract, CONTRACTOR shall meet with the CONTRACT ADMINISTRATOR to discuss a transition plan and implementation schedule.

5.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 5.01 The CONTRACT ADMINISTRATOR shall be responsible for the enforcement of this CONTRACT on behalf of CITY.
- 5.02 The CONTRACTOR shall be notified of service deficiency by delivery of a PERFORMANCE DEFICIENCY NOTIFICATION (EXHIBIT D) by the CONTRACT ADMINISTRATOR. Said notice will serve as formal notification to the CONTRACTOR that a sufficiently material service deficiency has occurred such that termination of this CONTRACT may result if satisfactory corrective action is not taken by the CONTRACTOR.

The PERFORMANCE DEFICIENCY NOTIFICATION will contain the acceptable time period for service correction. Upon notification to the CONTRACTOR that corrective action has been taken, said correction(s) will either be accepted or rejected. If accepted, part or all of the penalties (Liquidated Damages) may be waived, regardless of whether the CONTRACTOR has incurred loss as a result of said service failure.

The CONTRACTOR will be notified of correction acceptance status in writing. Should any correction not be accepted, a separate additional PERFORMANCE DEFICIENCY NOTIFICATION will be transmitted to the CONTRACTOR, thus increasing the number of DEFICIENCY NOTICES received by the CONTRACTOR.

If the CONTRACTOR should neglect or refuse or fail for any reason to perform the corrective work, the CITY may terminate the CONTRACT for non-performance pursuant to Section 3.5.1, Termination, of the CONTRACT.

- 5.03 If, in the judgment of the CONTRACT ADMINISTRATOR, CONTRACTOR is deemed to be non-compliant with the terms and obligations of the CONTRACT, the CONTRACT ADMINISTRATOR, may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct pro-rata from CONTRACTOR'S invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to the CONTRACTOR will be forwarded to the CONTRACTOR by the CONTRACT ADMINISTRATOR in a written notice describing the reasons for said action. The monthly PERFORMANCE DEFICIENCY NOTIFICATION report shall constitute reason for any deductions so imposed.
- 5.04 CONTRACTOR shall be given forty-eight hours (48) hours (two working days) notice to correct the non-compliance. If after the notice period expires, the CONTRACTOR fails to complete the required corrections, CITY will deduct pro-rata from CONTRACTOR'S invoice, and may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the CONTRACTOR.
- 5.05 The action above shall not be construed as a penalty but as adjustment of payment to CONTRACTOR to recover cost or loss due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

6.00 EXTRA WORK

- 6.01 The CITY may award Extra Work to the CONTRACTOR, or to other forces, at the discretion of the CONTRACT ADMINISTRATOR.

- 6.02 If the CONTRACT ADMINISTRATOR determines that the Extra Work can be performed by CONTRACTOR'S present work force, CONTRACT ADMINISTRATOR may authorize modification of the CONTRACTOR'S Routine Operations Schedule or Annual Calendar in order to compensate CONTRACTOR for performing said work.
- 6.03 Prior to performing any Extra Work, the CONTRACTOR shall prepare and submit a written quote including a description of the work, an estimate of labor and materials, and a schedule for completion. No work shall commence without written approval of the CONTRACTOR'S quote by the CONTRACT ADMINISTRATOR.
- 6.04 In the event that CONTRACTOR'S quote for Extra Work is not approved, the CONTRACT ADMINISTRATOR reserves the right to perform such work with other forces.
- 6.05 All Extra Work shall commence on the specified date established and CONTRACTOR shall proceed diligently to complete said work with the time allotted.
- 6.05 When a condition exists which the CONTRACT ADMINISTRATOR deems urgent, the CONTRACT ADMINISTRATOR may verbally authorize the work to be performed upon receiving a verbal estimate from the CONTRACTOR. However, within twenty-four (24) hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate, consistent with the verbal authorization, to the CONTRACT ADMINISTRATOR for approval.

7.00 CONTRACTOR'S DAMAGES

- 7.01 All damages incurred to existing facilities by the CONTRACTOR'S operation shall be repaired or replaced, by the CONTRACTOR or by other forces, all at the discretion of the CONTRACT ADMINISTRATOR, all at the CONTRACTOR'S expense.

8.00 COMMUNICATIONS AND EMERGENCY RESPONSE

- 8.01 Report any emergency of a safety, security or health problem to the City Police Dispatcher (909-399-5411) including, but not limited to, an unlockable exterior door, broken ground floor window, plumbing stops or leaks, electrical power outage, cooling or heating malfunction or other similar problem that cannot wait to be repaired until the next work day. Emergency problems reported to the Dispatcher and non-emergency items that require attention shall be expeditiously submitted in writing to the CONTRACT ADMINISTRATOR on the next work day.
- 8.02 The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number. For hours beyond a normal 7 a.m. to 5 p.m. business day, an on call service shall be provided.
- 8.03 Whenever immediate action is required to prevent possible injury, death, or property damage, CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CONTRACT ADMINISTRATOR, charge the cost thereof to the CONTRACTOR, or deduct such cost from any amount due to the CONTRACTOR.

- 8.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the CONTRACT ADMINISTRATOR. If any complaint is not abated within 24 hours, the CONTRACT ADMINISTRATOR shall be notified immediately of the reason for not abating the complaint followed by a written report to the CONTRACT ADMINISTRATOR within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the CONTRACT ADMINISTRATOR, the CONTRACT ADMINISTRATOR may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeited from payments owing to the CONTRACTOR from the CITY.
- 8.05 The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the CONTRACT ADMINISTRATOR at all reasonable times.
- 8.06 CONTRACTOR'S supervisor shall carry cell phones and shall respond to any call from the CITY within thirty minutes at any time. The CITY shall not call CONTRACTOR'S supervisor except during normal working hours.

9.00 SAFETY

- 9.01 CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all CITY, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said sites and keep a log indicating date inspected and action taken.
- 9.02 CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a Hazardous Communication Program, as part of the submittal that will describe the following:
- A. Safety Data Sheets: SDS must be in English and include information regarding the specific chemical identity and common names that will be used during the course of performing services under this CONTRACT. SDS must provide information about the:
- o Physical and chemical characteristics
 - o Health effects
 - o Exposure limits
 - o Carcinogenicity (cancer-causing)
 - o Identification (name, address, and telephone number) of the CONTRACTOR responsible for preparing the sheet
 - o SDS must be readily accessible to CONTRACTOR and CITY employees in their work area where the hazardous chemicals are stored.
- B. Container Labeling: Labels must be legible, in English and the identity of the chemical must match SDS. Each container of hazardous chemicals entering City-owned buildings and park restrooms must be labeled or marked with the following information:

- Identity of the chemical
- Appropriate hazard warnings
- Name and address of manufacturer
- Target organ effects

C. Training: CONTRACTOR shall describe the training program for their employees who are exposed to hazardous chemicals in their work area. The training should include:

- Explanation of the HazCom program, including information on labels, SDS, and how to obtain and use available hazard information
- Hazards of chemicals
- Protective measures
- How to detect the presence or release of a hazardous chemical

9.03 It shall be the CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The CONTRACT ADMINISTRATOR shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; mopping up wet floors; traffic cones to alert patrons of the existence of hazards; and the like, so as to protect members of the public or others from injury.

9.04 CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CONTRACT ADMINISTRATOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

10.00 WATER AND MS4 COMPLIANCE

10.01 CONTRACTOR shall comply with all with all state and local water usage requirements.

10.02 CONTRACTOR shall comply with water conservation practices required by the CITY.

10.03 CONTRACTOR shall be in compliance with all Municipal Separate Storm Sewer System requirements.

11.00 HOURS AND DAYS OF MAINTENANCE SERVICES

11.01 The basic daily hour of maintenance service for buildings shall be **10:00 p.m. to 6:00 a.m.**, which shall be considered normal work hours as may pertain to any other provision of the CONTRACT.

11.02 CONTRACTOR shall be responsible for locking and securing the buildings, including alarm systems, when leaving.

11.03 The CONTRACTOR shall not duplicate keys to buildings; additional keys, as needed, shall be provided by the CONTRACT ADMINISTRATOR.

11.04 All lights are to be turned off when leaving unoccupied buildings.

- 11.05 CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours **seven (7) days per week**. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the CONTRACT ADMINISTRATOR.
- 11.06 CONTRACTOR employees shall not use City phones, computers, copiers, fax machines, or other such equipment.
- 11.07 Per State of California Labor Code, CONTRACTOR is directed to the following prescribed requirements with respect to the hours of employment. Eight (8) hours of labor under this CONTRACT shall constitute a legal day's work and said CONTRACTOR shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by State of California Labor Code Section 1815.
- 11.08 The basic daily maintenance service for the Parking Structure Restrooms and Parking Structure Elevator shall begin at 5 a.m., which shall be considered normal work hours as pertains to the maintenance of the Parking Structure Restrooms.

12.00 MAINTENANCE SCHEDULES

- 12.01 The CONTRACTOR shall, within thirty (30) days after the submittal of this CONTRACT, submit work schedules to the CONTRACT ADMINISTRATOR for review and approval. Said work schedules shall identify required operations and delineate the time frames for performance.
- 12.02 The CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance, and from time to time as requested by the CONTRACT ADMINISTRATOR. Said revisions shall be submitted to the CONTRACT ADMINISTRATOR for his review and approval, within five (5) working days prior to the original or revised scheduled time for the work, whichever is earlier.

13.00 CONTRACTOR'S STAFF AND TRAINING

- 13.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 13.02 In cooperation with the Claremont Police Department, CONTRACTOR shall pay for background checks on all personnel providing custodial services for this contract. In the event such background check reveals an item, which Claremont Police deems a security problem, CITY may request that such individual be removed from the list of personnel authorized to provide custodial services in CITY facilities.
- 13.03 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in Exhibit B.
- 13.04 Each crew of CONTRACTOR'S employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section a crew is

understood to be any individual worker or group of workers who might service any site without other CONTRACTOR'S supervisory personnel present.

- 13.05 CONTRACTOR shall have an "on-site" representative with authority to contractually bind CONTRACTOR in matters, which may arise during this CONTRACT performance period. CONTRACTOR shall provide, prior to commencement of work under this CONTRACT, in writing to the CONTRACT ADMINISTRATOR, a statement indicating by name the specific authority vested in the "on-site" representative. CONTRACTOR'S "on-site" representative shall be responsible for instructing and training of CONTRACTOR'S personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT. The "on-site" representative shall carry a cell phone and be available for consultation regarding problems on a daily basis at some time during regular working hours (7:00 a.m. to 5:00 p.m., Monday through Friday).
- 13.06 The CONTRACTOR shall require each of his personnel to adhere to basic working attire including uniform shirts clearly marked with the CONTRACTOR'S company name and employee name badges as approved by the CONTRACT ADMINISTRATOR. Sufficient changes shall be provided to present a neat and clean appearance of the CONTRACTOR'S personnel at all times. Shirts shall be worn and buttoned at all times. CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.
- 13.07 The CONTRACT ADMINISTRATOR may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR is, in the reasonable belief of the CONTRACT ADMINISTRATOR, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CONTRACT ADMINISTRATOR to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CONTRACT ADMINISTRATOR that the conduct and activities of CONTRACTOR'S employees will not be detrimental to the interest of the public patronizing the premises.
- 13.08 The CONTRACT ADMINISTRATOR may at any time order any of the CONTRACTOR'S personnel removed from the premises when, in the reasonable belief of the CONTRACT ADMINISTRATOR, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 13.09 The CONTRACTOR shall require each of his personnel to obtain a City of Claremont issued identification card that is to be worn at all times while working in City property. A City of Claremont identification card will be issued only to personnel that have passed a City background check via Live Scan.
- 13.10 At no time during the course of providing services under this CONTRACT shall the CONTRACTOR or any person employed by the CONTRACTOR have persons who are not employed by the CONTRACTOR present on CITY property. **No persons who are not employed by the CONTRACTOR** shall accompany the CONTRACTOR or any employee of the CONTRACTOR during the course of providing services under this CONTRACT.

- 13.11 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in, and certification by professional associations.
- 13.12 CONTRACTOR's "on-site" representative shall be responsible for instructing and training of CONTRACTOR's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all custodial services and functions to completely accomplish the work as required by this CONTRACT.

14.00 NON-INTERFERENCE - NOISE

- 14.01 CONTRACTOR shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed by adhering to the normal work hours for these activities as set forth in Section 11.00.
- 14.02 In the event that the CONTRACTOR'S operations must be performed when persons of the public are present, CONTRACTOR shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

15.00 USE OF CHEMICALS

- 15.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws. CONTRACTOR must demonstrate safety procedures for use of chemicals, as described in Section 9.02.
- 15.02 Records of all operations, including applicators names stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 15.03 Safety Data Sheets (SDS) and sample labels shall be provided to the CONTRACT ADMINISTRATOR for all products and chemicals used within the City, and shall be on site during any application, mixing or transporting of these products and chemicals. SDS are to be revised annually at the beginning of each year.
- 15.04 No chemicals or cleaning agents shall be stored at any facility without the express written permission of the CONTRACT ADMINISTRATOR, but shall be carried to and from the job site daily. If storage is allowed, SDS sheets must be stored with chemicals in a binder that is displayed in a visible location and each container shall be labeled appropriately.
- 15.05 Materials used by CONTRACTOR in the performance of this CONTRACT, including but not limited to cleaning supplies and paper products, shall consist only of those specific types and brands approved in writing by the CONTRACT ADMINISTRATOR.

PART II
TECHNICAL SPECIFICATIONS

The CONTRACTOR will perform the following custodial maintenance services at the buildings described in Section 2.00.

16.00 SPECIAL PROVISIONS

- 16.01 **CONTRACTOR WORK VERIFICATION:** CONTRACTOR shall verify the time of arrival and time of departure of each of its employees for each facility that is to be maintained under this CONTRACT by use of a sign in/out sheet. A copy of the maintenance log shall be maintained at each respective maintenance location as described in Section 17.00 of the Technical Specifications.
- 16.02 **FOOD PREPARATION AREAS:** The cleaning of refrigerators, microwave ovens, ovens, or other appliances, with the exception of those listed in Section 17.00 of the Technical Specifications, within kitchens or lunchrooms is not included in this contract. Any requests to clean this type of equipment will be considered "extra work".
- 16.03 **ELEVATORS AND STAIRWELLS:** All building locations that have elevators and stairwells require thorough cleaning of the elevators and stairwells. These cleanings consist of completing items F, H, and I from the list of Daily Activities described in section 18.00 of the Technical Specifications.
- 16.04 **STORAGE AREAS:** Lockable storage areas are available in most buildings and a 6-foot by 10-foot storage closet is available in the City Yard for storage of your supplies. Storage areas are to be kept clean and in an orderly manner. It will be the CONTRACTOR'S responsibility to provide locks to secure these areas.
- 16.05 **BACK CHARGES:** If for any reason, during the term of this CONTRACT, CITY staff are needed to correct deficiencies in the CONTRACTOR'S operation, payment will be withheld and an "Intent to Back Charge Notice" given to the CONTRACTOR wherein he agrees that payment will be restored when the signed notice is returned agreeing to the charges of \$40.00 per hour for full-time and \$20.00 for part-time.
- 16.06 **DISPOSAL OF RECYCLABLE MATERIAL:** All material found in the recycle containers in all CITY-owned buildings must be disposed of at the Community Services Yard located at 1616 Monte Vista Avenue. Disposal location at the yard of all recyclable material will be in an identifiable 3-yard bin.
- 16.07 **SPECIAL CLEANING:** Building locations indicated with "TAG" will need special cleanings as scheduled by the CONTRACT ADMINISTRATOR. These cleanings consist of completing items B, G, H, I, and J from the list of Daily Activities described in section 18.00 of the Technical Specifications.
- 16.08 **CLEANING PRODUCTS:** Only cleaning products recognized under the United States Environmental Protection Agency Design for the Environment (DfE) Program are to be utilized. Products can be found at <http://www.epa.gov/dfe/pubs/projects/formulat/formparti.htm#cleaners>. The CONTRACTOR is responsible for supplying all wastebasket liners, seat covers, soap,

paper towels, and toilet paper. All paper products shall contain a minimum of 20% post-consumer material. Wastebasket liners shall contain resins that are 100% recyclable and inks and colorants that are heavy metal free.

17.00 SERVICE SCHEDULES

Buildings	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	"TAG"
Alexander Hughes Community Center	X	X	X	X	X	X		X
Blaisdell Senior Center	X	X	X	X	X			X
Cemetery Office	X		X		X			
City Hall	X	X	X	X				
Community Services Department	X	X	X	X	X			X
Motor Fleet office	X	X	X	X		X		
Maintenance and Sanitation offices	X	X	X	X				
Larkin Park Community Building	X	X	X	X	X	X		
Garner House	X		X		X			
Joslyn Annex		X		X		X		
Joslyn Center	X	X	X	X	X			X
Weinburger Wing	X	X	X	X	X			
Parking Structure	X	X	X	X	X	X	X	X
Police Department	X	X	X	X	X	X	X	
Police Department Portable (PACT)	X	X	X	X	X			
Police Department Portables (Conf Room)	X							
Police Department Portables (Evidence Rm)	X	X	X	X	X	X		
Taylor Hall	X				X	X		X
Youth Activity Center	X	X	X	X	X			X

A. Police Department

- Daily activities as indicated in Section 18 shall be completed nightly, 365 days a year including weekends and holidays.
- The maintenance of the resilient flooring in the hallways is required. Floors must be swept and mopped nightly to maintain high luster. Floors must be spray buffed with a High Speed Spray Buffing machine three times per week on Mondays, Wednesdays, and Thursdays.
- The flooring must be scrubbed and waxed monthly.
- Entire hard surface floor must be stripped and waxed and burnished using an Ultra High Speed Burnishing machine quarterly.

B. Alexander Hughes Community Center and City Hall

- Includes a day porter assignment from the hours of 7:00 a.m. to 9:00 a.m. Monday through Friday at Alexander Hughes Community Center and Monday through Thursday at City Hall to clean off building entries, police trash in the parking lot, and water exterior/interior potted plants.
- Dust mop exercise mats at each visit.
- Sanitize mats monthly.

- C. Taylor Hall
 - Floors to be spray buffed every Friday.
 - Entire hard surface floor must be stripped and waxed quarterly.
- D. Parking Structure
 - Clean restrooms, clean elevators, clean stairwells and platforms within 20' of elevators, police areas and remove trash daily.
- E. Community Services Department
 - Thursdays, restock of paper products needed in Building B only.

18.00 EACH SITE VISIT

- A. KITCHENS AND LUNCHROOMS: Clean all sinks, stove tops, dining room tables and/or countertops with germicidal soap and water. Wash any dishes left in kitchen sinks, particularly in City Manager's Office, and place appropriately for storage.
- B. Empty trash containers; re-line as needed with properly sized bags; wipe containers clean, as necessary; remove all trash to a designated central location for disposal. Empty all recycle containers; re-line as needed with properly sized bags; wipe containers clean, as necessary, and remove all recyclable material to the City Yard located at 1616 Monte Vista Avenue. [Note: only applies to sites without their own recyclable material bin located directly outside the facility.] Trash bags are to be supplied by the CONTRACTOR and shall be of appropriate size.
- C. Hand dust and/or damp wipe, without streaking, all flat surfaces, including but not limited to, counters, receptionist counters/desks and office furnishings such as file cabinets, desk chairs, tables, bookcases; hand dust all other types of office furnishings such as telephones, lamps, pictures, thermostats, fire extinguishers; personal desktops shall be excluded unless the employee has cleared the desk top and requested cleaning. City Manager's Office to be thoroughly dusted including cabinets, desks, shelving, blinds, and window sills.
- D. Remove all finger marks, smudges, and other marks around light switches, doorknobs, entry doors, metal partitions, and corridor walls.
- E. Dry wipe all chalkboards when chalkboards contain no writing/drawings; vacuum chalk dust from chalk trays and erasers; clean marker boards with appropriate cleaning solutions, as needed, when board contains no writing/drawings.
- F. Damp mop all resilient floors; sweep all stairways and landings.
- G. Vacuum all high traffic and open carpeted areas, including offices and conference rooms. Spot clean carpets as needed. City Manager's Office is to be thoroughly vacuumed including under desks, tables, and along baseboards.
- H. Clean glass entrance doors, inside/outside including adjacent door windows; spot clean metal framing, as needed.
- I. Clean all outside entryways 20 feet from each door way and clean out outside ashtrays

at entrance of any building including structural coverings.

J. Clean restrooms and showers:

1. Use germicidal detergent to clean all toilets and standard urinals, inside and outside including seats; clean and polish all flushometers and piping;
2. WATERLESS URINALS: Remove any foreign objects in the urinal, mist all urinal surfaces with a neutral or all-purpose cleaner, wipe clean with a soft sponge or a cleaning cloth, dry the surfaces with a soft cloth, and **DO NOT** pour excess or soiled water down the waterless urinal; [Note: Contractor is not responsible for the purchase of waterless urinal cartridges.]
3. Clean all wash basins/sinks and wipe dry; clean and polish all basin fixtures and exposed pipes underneath with germicidal detergent;
4. Clean all mirrors, shelves under mirrors, and other shelves or brackets;
5. Spot clean partitions, doors, wall areas, and remove graffiti, as needed;
6. Fill all paper and soap dispensers; wipe clean all dispensers and trash receptacles (no refill supplies shall be stocked in vicinity of dispenser);
7. Damp mop floor using germicidal detergent; wet mop ceramic tile.
8. Completely sanitize shower floors and walls at all facilities.

K. Sweep mats at Alexander Hughes Center.

19.00 WEEKLY ACTIVITIES

Those items listed under **EACH SITE VISIT** and:

- A. Detailed vacuum under desks, along baseboards, and other low traffic areas that are not vacuumed daily.
- B. Wipe clean all chrome, aluminum, stainless steel and other metal trims, such as, but not limited to, push plates, kick plates, door handles, and railings.
- C. Spray buff all resilient floor areas to a high luster. Buff all wood flooring to manufacturer specifications.
- D. Clean all inside glass partitions (between cubicles, offices, etc).
- E. Clean/dust all baseboards, picture frames and other vertical surfaces of all office furniture; wipe all molding, ledges, tops of partitions, ventilators, louvers and air registers regardless of height above floor.
- F. Clean all drinking fountains: use germicidal detergent to clean all drinking fountains, inside and outside.
- G. Remove all spider webs.

- H. Clean all interior/exterior windows in City Manager's Office and adjacent lobby.
- I. Clean all mirrors in exercise rooms at the Alexander Hughes Center.
- J. Wipe down all restroom tile in and around sinks, counters, partitions, toilets, and urinals.

20.00 MONTHLY ACTIVITIES

Those items listed under EACH SITE VISIT and WEEKLY and:

- A. Clean all doors and/or arches adjacent to entry at City Hall and the Depot.
- B. Vacuum all upholstered furniture with scrub brush and nozzle in seams, spot clean as needed.
- C. Dust all ceiling fans and window blinds.
- D. Tile flooring (non-waxed) shall be scrubbed monthly.
- E. All non-waxed flooring shall be scrubbed and sealed monthly.
- F. Sanitize mats at the Alexander Hughes Center.

21.00 QUARTERLY ACTIVITIES

Shall be performed in January, April, July, and October of each year and can be adjusted at the City's discretion.

- A. Upon commencement of the CONTRACT, CONTRACTOR shall submit a schedule of activity showing the site, date, and approximate time of activity. Submission of the quarterly activity schedule does not release the CONTRACTOR from any of the other obligations described in this Technical Specification.
- B. Wipe down walls and doors with all-purpose cleaner.
- C. Clean and polish stone, wood, especially walls and paneling.
- E. Treat/seal wood floors according to manufacturer recommendations at Joslyn Center, Alexander Hughes Community Center, and City Hall.
- F. Clean tops of all storage lockers.
- G. Strip and wax all resilient flooring per manufacturer's recommendations.

22.00 SEMI-ANNUAL ACTIVITIES

Shall be performed in January and August of each year and can be adjusted at the City's discretion.

- A. Upon commencement of the CONTRACT, CONTRACTOR shall submit a schedule of activity showing the site, date, and approximate time of activity. Submission of the semi-annual activity schedule does not release the CONTRACTOR from any of the

other obligations described in this Technical Specification.

- B. Deep carpet extraction all carpeted traffic areas using methods approved by the CONTRACT ADMINISTRATOR as described in section 24.00 of the Technical Specifications. Proper extraction shall result in a carpet free from all types of airborne soil, dry dirt, water-soluble soils, and petroleum soluble soils. A clean carpet shall be uniform in appearance when dry and vacuumed.
- C. Clean all interior/exterior windows and window screens in April and October.
- D. Clean the exterior windows of the parking structure elevators in April and October.
- E. Dust exposed overhead pipes and mechanical equipment using extension broom at Community Services Department and Alexander Hughes Center.

23.00 SOIL EXTRACTION METHOD FOR UPHOLSTREY AND CARPET SHAMPOO
Shall be performed as described in Section 22.00

- A. Apply pre-treat chemicals, products specifically designed for cleaning heavily soiled areas and traffic lanes and/or upholstery, by working them into the carpet and/or upholstery with a stiff bristled brush.
- B. Entire carpet area will be cleaned using the hot water extraction method or dry chemical method. Dry chemical method is preferred.
- C. Work must be conducted after 10:00 p.m. with carpets fully dry and furniture and non-furniture items replaced by 6:00 a.m. the following morning.
- D. CONTRACTOR shall be responsible for safety in the area while carpet cleaning process is underway, including dry time.
- E. Vacuum all upholstered furniture thoroughly and completely.

EXHIBIT B

Schedule of Services

The initial term of the contract begins November 1, 2021 and ends October 31, 2024. The Director of Community Services shall have the right to extend the Term for two (2) additional one-year terms.

EXHIBIT C

Compensation

The total compensation shall not exceed two hundred thousand eight hundred and forty-eight dollars (\$200,848) for annual building custodial service without advance written approval of City's Project Manager. Compensation shall be applied as listed in Attachment A and B.

The City Manager has authorized an annual contingency of ten thousand dollars (\$10,000) dollars for additional services and special services, as necessary. Such services shall be put in writing and approved by the City's Project Manager prior to the commencement of work.

Attachment A – Bid Form

Attachment B – Bonding Requirements

EXHIBIT D

PERFORMANCE DEFICIENCY NOTIFICATION

May be subject to change

The following performance deficiency has been observed and subsequently reported to your representative:

LOCATION: _____

DEFICIENCY: _____

NOTIFICATION:

CONTRACTOR'S REPRESENTATIVE: _____

DATE: _____ TIME: _____ METHOD OF NOTIFICATION: _____

In accordance with the provisions of this contract, corrective action must be completed within:

- _____ a) Immediately
- _____ b) Twenty-four (24) hours
- _____ c) Forty-eight (48) hours
- _____ d) Seven (7) days
- _____ e) Fourteen (14) days
- _____ f) Other specified timeframe: _____

Please initiate the necessary corrective action(s), and notify the inspector when complete.

COMMENTS:

Inspector

**BID FORM A - REVISED
CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS**

NAME OF BIDDER: Allied Universal Janitorial Services, a Limited Liability Corporation

The undersigned Bidder hereby declares that it has carefully examined the location of the proposed Work, and has read and examined the Contract Documents, including specifications and all addenda, if any, for the following project:

CUSTODIAL SERVICES FOR CITY-OWNED BUILDINGS; CS-21-07

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict compliance with the Contract Documents for the following TOTAL BASE BID PRICE:

BASE BID SCHEDULE A

DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
Buildings		
Alexander Hughes Community Center	\$4,614.13	\$55,369.56
Blaisdell Senior Center	\$259.36	\$3,112.32
Cemetery Office	\$155.98	\$1,871.76
City Hall	\$3,048.13	\$36,577.56
Community Services Department	\$1,070.14	\$12,841.68
Larkin Park Community Bldg	\$248.46	\$2,981.52
Garner House	\$492.38	\$5,908.56
Joslyn Annex	\$374.81	\$4,497.72
Joslyn Center	\$802.08	\$9,624.96
Weinberger Wing	\$251.86	\$3,022.32
Parking Structure Restrooms	\$333.72	\$4,004.64
Parking Structure Elevators	\$333.72	\$4,004.64
Police Department	\$2,464.14	\$29,569.68
Police Department Portable (PACT)	\$76.82	\$921.84
Police Department Potable (Conf Room)	\$76.82	\$921.84
Police Department Potable (Evidence)	76.82	\$921.84
Taylor Hall	\$1,160.44	\$13,925.28
Youth Activity Center	\$897.08	\$10,764.96
TOTAL ANNUAL BASE BID COST		\$200,847.80

Total Annual Base Bid Cost in words:

Two Hundred thousand eight hundred forty seven dollars and eighty cents

In case of discrepancy between the unit price and the item cost set forth for a unit price item, the unit price (multiplied by the estimated quantity) shall prevail and shall be utilized as the basis for determining the bid price. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause or is omitted or is the same amount as the entry in the

ATTACHMENT D

"Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price, and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Base Bid Price (please check the appropriate box), at the City's sole option. The City can choose to include one or more of the Alternate Bid items in the Work. If any of the Alternate Bid items are selected by the City, the corresponding amount shall be added to or deducted from the Total Base Bid Price for the Work. City can award/select Alternate Bid items at any time.

The basis of award will be on a "Best Value" evaluation based on the criteria mentioned above on Page 6 of this bid document. The submitted bid will be used to help evaluate the cost of a comprehensive custodial services program.

The CITY reserves the right to expand the scope of service and term of this contract based on the cost per location mentioned above up to an increase of 25% of the original contract amount. Price(s) given above are firm for 180 days after date of submittal.

BID BOND FORM

Bid No. CS-21-07

KNOW ALL PERSONS BY THESE PRESENTS that, Universal Building Maintenance, LLC
dba Allied Universal Janitorial Services
 hereinafter called the Principal, and Atlantic Specialty Insurance Company
 a corporation duly organized under the laws of the State of New York,
 having its principal place of business at 605 Highway 169 North Suite 800, Plymouth, Minnesota 55441
 in the State of Minnesota, and authorized to do business in the State of
 California, hereinafter call the Surety, are held and firmly bound unto the City of Claremont,
 hereinafter called the Obligee, on order, in the sum of
 TEN PERCENT OF THE TOTAL AMOUNT BID Dollars (\$ 10%) (being at least ten
 percent (10%) of the total amount of Principal's Bid price) lawful money of the United States,
 for the payment of which we bind ourselves, our heirs, executors, administrators, successors,
 and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Bid for the project entitled Bid No. CS-21-07
Custodial Services for City-Owned Buildings to the Obligee, the Bid, by reference thereto; being
 hereby made a part hereof.

NOW, THEREFORE, if Principal's Bid is rejected or, in the alternate, if the Proposal is accepted
 and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment
 Bond, all in the form and within the time required by the Bid and the Contract Documents, then
 this obligation shall become null and void, otherwise the same shall remain in full force and
 effect and upon default of the Principal shall be forfeited to the Obligee, it being expressly
 understood and agreed that the liability of the Surety for any and all default of the Principal shall
 be the amount of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be
 impaired or affected by any extension of the time within which the Obligee may accept such
 Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety
 shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit,
 including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition
 to the penal sum of the Bond.

Signed this 4th day of August, 2021.



Atlantic Specialty Insurance Company
 BY: James W. Johnson
 SURETY
 James W. Johnson, Attorney-In-Fact

Universal Building Maintenance, LLC
dba Allied Universal Janitorial Services
 BY: David Buckman
 PRINCIPAL
 David Buckman
 EVP and General Counsel



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

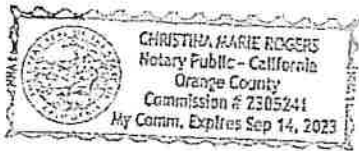
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On AUG 04 2021, before me, Christina Marie Rogers, Notary Public,
personally appeared James W. Johnson

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



Power of Attorney

Surety Bond No: Bid Bond

Principal: Universal Building Maintenance, LLC dba Allied Universal Janitorial Services
Obligee: City of Claremont

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James W. Johnson, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

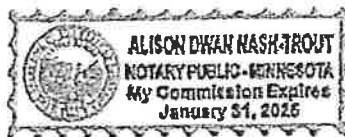
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trount
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of AUGUST, 2021



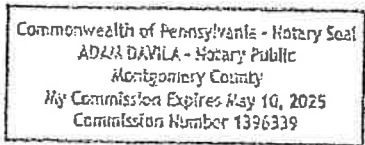
Christopher V. Jerry
Christopher V. Jerry, Secretary

PENNSYLVANIA INDIVIDUAL ACKNOWLEDGMENT

State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 8.5.2021 by David Buckman
Date Name(s) of Individual(s)



Adam Davila

Signature of Notarial Officer

Adam Davila

Printed Name of Notarial Officer

Notary Public

Title of Office

My Commission Expires: 5.10.2025

Place Official Stamp/Notary Seal Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____