

**AGREEMENT FOR MINOR MAINTENANCE SERVICES BETWEEN
CITY OF TEMECULA AND ABM INDUSTRY GROUPS, LLC**

**JANITORIAL SERVICES FOR CITY FACILITIES
RFP NO. 301**

THIS AGREEMENT is made and effective as of **June 10, 2025**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **ABM Industry Groups, LLC**, a **Limited Liability Company** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 1, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2028**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for **two (2)** additional **one (1)** year term(s). In no event shall the contract be extended beyond **June 30, 2030**.

If Agreement is extended beyond the original term, the Agreement price shall be adjusted at the beginning of each fiscal year in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change.

2. SCOPE OF WORK

Contractor shall perform all of the work described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work, Exhibit A.

3. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Five Hundred Fifty Thousand Dollars and No Cents (\$ 550,000.00)** for the total term of this agreement

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor

shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

4. PERFORMANCE

Contractor shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Contractor shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

5. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives.

6. WAIVER OF CLAIMS

On or before making final request for payment under Paragraph 3 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. The acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Agreement, except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify Agreement with each claim for payment.

7. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

8. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City or Contractor may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice by City, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

10. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

12. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Contractor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Contractor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Contractor may use Umbrella or Excess Policies to provide the limits reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

14. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

15. LEGAL RESPONSIBILITIES

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

16. CONTRACTOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Agreement out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Agreement. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

17. CONTRACTOR'S AFFIDAVIT

After the completion of the Work contemplated by this Agreement, Contractor shall file an affidavit with the City Manager stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

18. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. BOOKS AND RECORDS

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Agreement, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City. City's audit rights shall not include the right to audit the makeup of fixed price costs or fixed rates agreed upon by City and Contractor shall have the right to exclude any trade secrets, formulas, or processes from inspection.

20. UTILITY LOCATION

City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

21. REGIONAL NOTIFICATION CENTERS

Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

22. DISCRIMINATION

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

23. WRITTEN NOTICE

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Contractor: **ABM Industry Groups, LLC**
ATTN: Michael Keegan
14201 Franklin Ave.
Tustin, CA 92780

With a copy to: **ABM Legal Department**
LegalNotice@abm.com
Attn: Deputy General Counsel, Commercial

24. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

25. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

26. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in

the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

29. CONTRACTOR SECURITY ACCESS

- a. Contractor's and all its employees or subcontractors or other persons who perform work or services at a City facility unescorted by City employees, shall be required to complete a security background check. The Temecula Police Department will conduct "Live Scan" fingerprint checks on a Contractor and all their employees, subcontractors, or other persons that will access City facilities.
- b. "Live Scan" is a system that completes a criminal history inquiry by checking Local, State, and National databases. The Contractor shall be responsible for scheduling their employees to complete the "Live Scan" process with the Temecula Police Department and paying the cost of each "Live Scan" at the current rate. The Temecula Police Department will be provided with what is known as a "background check" which includes a list of any arrests and convictions for those individuals which a "Live Scan" has been conducted. From that date forward the Temecula Police Department will be notified of any subsequent arrest and conviction. To make it a police will forward this confidential information to authorize City management.
- c. Any individual with a felony conviction or a felony or misdemeanor arrest that is pending in a criminal court (i.e., has not been adjudicated) shall not be granted access to City facilities. A conviction within the meaning of the section means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Other arrest history shall be evaluated on a case by case basis to determine the level of risk to the City. Security privileges associated with the access to the City facilities is dependent upon which area(s) of the building(s) Contractor requires access relative to the type of work or service being performed and the nature of the acts giving rise to the conviction. The City manager, or his designee, have full discretion in determining security access to City facilities.
- d. Contractor shall complete this procedure within 30 days of the date of execution of this Agreement, or prior to any employee or subcontractor of Contractor performing work or services at a City facility, whichever occurs first. City Manager or his or her designee

shall designate the employees. Subcontractors or other persons working the sensitive areas of the City facilities and shall prioritize their Live Scan process.

- e. Once an employee or subcontractor of the Contractor is approved, a City Access Key Card will be issued by Information Technology and this card will allow unescorted access. Contractor will be contacted by the appropriate department of when to pick up the City Access Key Cards. Access to City facilities will be coordinated by the appropriate City Department.
- f. Contractor shall comply with the following standards:
 - 1) Contractor shall assign a primary employee(s), such as a supervisor, to ensure completion of job tasks and accountability of employees at City facilities whenever possible.
 - 2) Contractor and their employees and subcontractors shall wear business identifying uniform and the assigned City Access Key Card whenever on City premises.
 - 3) City issued Access Key Card(s) shall not be used as a form of identification by Contractor or its employees and subcontractors for any purpose other than access into City facilities.
 - 4) Contractor shall monitor the City Access Key Card(s) issued to their employee(s) and subcontractors and only allow only those employees and subcontractors that have been Live Scanned and approved by the City to have security access to wear a City Access Key Card.
 - 5) Contractor shall notify the Director of Public Works within four (4) hours after its employee or subcontractor has severed employment. Contractor shall use its best efforts to retrieve the City Access Key Card from that employee's or subcontractor's possession as soon as possible following separation and return it to the City within one business day of retrieval.
 - 6) No new employees or subcontractors of Contractor shall perform work at any City facility until a "Live Scan" and background check has been completed by the Temecula Police Department and approval to proceed has been provided by authorize City management.
 - 7) Contractor and its employees and subcontractors shall follow the directions provided by City staff while on City premises.
 - 8) Employees and subcontractors of Contractor shall be instructed to access only the areas necessary for the service provided, and to leave City premises immediately upon completion of duties.
 - 9) City issued Access Key Card(s) are the property of the City of Temecula and must be immediately surrendered upon request by City of Temecula staff.
 - 10) Contractor shall reassign any employee or subcontractor that becomes involved in any criminal activity and retrieve the City Access Key Card upon notification of criminal activity by the City of Temecula or any law-enforcement or government agency.

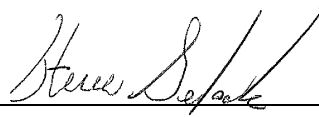
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

ABM INDUSTRY GROUPS, LLC

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Brenden Kalfus, Mayor

By: _____
Steve Selock, Vice President of Operations

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Curtis Van Buskirk, Vice President of Operations

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

ABM Industry Groups, LLC
ATTN: Michael Keegan
14201 Franklin Ave.
Tustin, CA 92780
Phone: (949) 585-5989
E-Mail: Michael.Keegan@abm.com

EXHIBIT A

SCOPE OF WORK

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the **City of Temecula** and the Contractor, for **Janitorial Maintenance Services** at the various locations upon real and personal property of the City. Work will include maintenance services, and emergency call-out. The procedure for assigning work is set forth as follows:

1. The City Manager or his designee shall submit to Contractor a written "Request for Work". The Request for Work shall include a description of the work to be completed, the time for completion of the work, and the plans and specifications, if any, work.

2. Within five (5) business days of the date of the Request for Work, Contractor shall respond in writing to the Request for Work and advise the City Manager whether it can perform the work and specify the cost of material which will be required and the estimated cost of labor and equipment necessary to complete the work in accordance with the labor and equipment rates set forth in Exhibit "B" to this Agreement.

3. In the event emergency work is required, the City Manager may transmit the Request for Work orally to the Contractor. As soon as practical following the emergency, the Contractor and Director shall in good faith confirm in writing the scope of the emergency work undertaken.

4. Upon acceptance of the Contractor's response by the City Manager, the Contractor shall proceed with the work. The performance of the work shall be pursuant to the terms of this Agreement.

- The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Agreement for Janitorial Services for City Facilities. It is the intent of the City to maintain each facility at a high standard of cleanliness.

A. General Specifications

- Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.
- The term "clean" includes but not limited to the removal of trash, dirt, dust, lint, webs, marks, stain, spots, spillages, graffiti, odor, film, gum, grease, tar, etc.
- Contractor shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include, but not be limited to, the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials (such as ceramic tile, vinyl, wood, metal and glass).
- Contractor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

- Contractor staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Contractor's staff shall provide and place appropriate warnings signs for wet or slippery floor areas.
- Bi-weekly shall be defined as two (2) times per week.
- Bi-monthly shall be defined as two (2) times per month.
- Contractor is advised that City facilities are frequently used for citywide meetings and special events, etc. and shall require additional services. Therefore, the Contractor shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of the scheduling by the Facility Supervisor.
- Contractor shall damp mop, buff, strip and scrub all, vinyl, resilient, concrete and tile floors. The Contractor shall wax floors as requested by City.
- City Facilities are serviced daily or as shown on **Exhibit B**.
- Clean and stock the Police Station during the business hours of 9:00am to 5:00pm, 7 days a week. The Library will be cleaned 6:00am to 10:00am, Monday through Friday. All other facilities will be cleaned and stocked between the hours of 10:00pm and 6:00am with possible exceptions.
- Record and submit weekly maintenance activities, vandalism, and graffiti on Facility Maintenance Checklist, see **Exhibit C**.
- Provide all necessary equipment, tools, chemicals, supplies, etc., necessary to perform specified work. City to provide all paper products (toilet paper, seat covers, paper towels, hand soap and trash can liners). Contractor shall submit request to City for products weekly.
- Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities. (Maintenance Supervisor shall review and approve all chemicals used).
- All chemical containers and/or spray bottles shall be properly labeled with name of contents.

B. Daily Trash Pick-Up and Removal

- Contractor shall empty all waste receptacles on a daily basis. Any item or items near trash cans or waste baskets are not to be removed if not labeled.
- Contractor shall ensure all waste receptacles are maintained in clean and odor-free condition. Clean plastic liners are required.
- Contractor shall remove all trash, recyclables, and waste to a designated central location (e.g. dumpster) for disposal.

C. General Daily Cleaning Responsibilities

- Contractor shall clean/dust furniture, counters and cabinets.
- Contractor shall clean/dust all vertical and horizontal surfaces.
- Contractor shall spot clean finger marks, smudges, graffiti, dirt build-up, and or accumulation around light switches, doors, door frames, door glass, counters, moldings, ceiling, walls, vents registers and partitions, etc.
- Contractor shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).

- Contractor shall clean all metal trim (push plates, kick plates, door jams, windows frames, etc.).
- Contractor shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
- Contractor shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
- Contractor shall clean elevator interior and exterior walls, floors and tracks.
- Contractor shall pick-up and remove all trash as described above.
- Contractor shall clean the interior and exterior of all kitchen equipment such as: refrigerators, freezers, ovens, sinks, stoves, grill, etc.

D. General Daily Floor Care (excluding Restrooms and Showers)

- Contractor shall maintain floors in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, high luster shine.
- Contractor shall remove and replace furniture as required to perform work.
- The floor care shall consist of the following:
 - Contractor shall wet mop or machine scrub as required all hard tile (ceramic, quarry, etc.) floors.
 - Contractor shall burnish all waxed floor surfaces to high luster, as needed, to maintain a high luster.
 - Contractor shall post safety signs indicating slip hazards and/or wet floor when buffing, damp or wet mopping.
- Carpet care shall consist of the following:
 - Contractor shall vacuum all carpeted floors completely.
 - Contractor shall clean all carpeted floors as needed.

E. Daily Requirements for All Entrances and Patio Areas

- Contractor shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, cigarette butts and other conspicuous trash) outside stairways, entryways, and patios.
- Contractor shall sweep to remove loose dirt and other materials including cobwebs.
- Contractor shall clean all tables and benches.
- Contractor shall empty all waste receptacles, ashtrays, and replenish sand, at all entry areas to building.
- Contractor shall clean all entrance mats.
- Contractor shall clean all stairwells.
- Contractor shall clean the inside and outside of all glass doors.

F. Daily Cleaning Requirements of Kitchens, Conference Rooms and Lunchroom Areas

- Contractor shall clean all commercial or residential kitchen equipment, including but not limited to, stoves, ovens, grills, microwaves, mixers, toaster ovens, dishwashers, paper towel and soap dispensers, etc.

- Contractor shall clean kitchen hoods and filters as needed.
- Contractor shall clean the exterior and interior of all refrigerators, freezers, cabinets, ice makers, etc.
- Contractor shall clean all tabletops, counters, cabinets, walls, floors, ceilings, light fixtures, etc.
- Contractor shall replenish all hand towel paper products in kitchens, lunchrooms, and conference rooms.

G. Daily Cleaning Requirements for Restrooms and Showers

- Contractor shall clean and sanitize all commodes, urinals, lavatories, showers areas, fixtures etc., with a proper cleaner.
- Contractor shall remove: incrustation, stains, scale, deposits, hairs, and build-up inside and outside of all commodes, urinals, lavatories, showers areas, etc., with a germicidal detergent.
- Contractor shall clean all restroom dispensers, mirrors, partitions, doors, walls, ceilings, moldings, vents, shelves, hinges, frames, trim, and baseboards.
- Contractor shall pour one (1) gallon of hot water down floor drains/sinks weekly.
- Contractor shall maintain floors at all times in a manner as to promote longevity and safety (clean and free of stain, scuff marks and debris). Floors should be mopped or machine scrubbed daily as needed with a germicidal detergent for restroom floors and a neutral cleaner for waxed surfaces.
- Contractor shall empty all waste receptacles.
- Contractor shall replenish all soap, paper products in restroom, including paper towels, toilet paper and seat protectors.

H. Supplies

- Contractor shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine product dispensers throughout City Facilities. A City representative will collect money from feminine product dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.

I. Daily Finishing Touches

- Contractor shall restore all furniture, wastepaper baskets, etc., to their original position.

J. Semi-Annual Services

- Contractor shall perform Semi-Annual Services during the first thirty (30) days and every (6) months thereafter or until the Agreement is terminated.
- Contractor shall clean or remove foreign matter from window ledges, and frames and clean all interior window glass up to six feet in height. All other window glass will be cleaned by others.
- Contractor shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build-up, cleaning compound and finish residue, which builds up, on the baseboards, corners, edges and grout.
- Contractor shall complete a major clean up (strip and re-wax) of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, and

ledges within the first thirty (30) day, and every six (6) months thereafter. All linoleum/vinyl resistant floors shall be scrubbed, stripped and re-waxed.

- City expects floors to be maintained in a clean high luster shine. If Contractor does not maintain floors properly, Contractor will be asked to strip, re-wax and buff at his own expense and time.

K. Special Requirements

- Contractor shall provide and maintain a sign-in log at each facility. This log shall note the arrival and departure of all Contractor's staff or Contractor's Subcontractors. Contractor's staff shall wear uniforms while performing duties.
- Uniform is defined as a clean, long or short-sleeved (no sleeveless, smocks or tanks tops) shirt with collar, worn with pants (no mid-calf, Bermuda or short pants), with the company name on the shirt in a conspicuous location. All uniforms are to be of same color. Contractor is responsible for all uniforms and attire worn by custodial staff.
- Contractor issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.
- At least one worker per crew shall be fluent in English. (speak, read and understand English).

L. Safety/Security Measures

- Security is a great concern of the City. The Contractor is advised that failure to fully comply with the security requirements of the Agreement shall result in the termination of the contract.
- The keys to City facilities are to be used for the purpose of accessing Contractor staff to the facilities for the performance of contracted services only.
- Contractor shall be issued a set of keys and shall assume all responsibilities for the use and return of the keys.
- All the keys issued to the Contractor shall remain on the property of the City and shall be returned upon demand or the termination/expiration of the Agreement.
- If any key or access card is lost or stolen, the Contractor shall notify the Facility Supervisor via phone, e-mail, or fax within twenty-four hours of the loss identifying the following:
 - Facility for which the keys were lost;
 - Who lost the key;
 - Where they were lost;
 - Date and time loss was discovered; and,
 - What actions the Contractor has taken to prevent future loss.
- Contractor is advised that he will be assessed \$25.00 dollars for each key or card lost by himself or his staff. Unauthorized duplication of keys to City facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.
- Turn off lights upon completion of cleaning operations.
- Do not read or remove any materials left on desks, file cabinets, etc.

- Do not use computers or telephones for personal calls.
- Do not open drawers, doors, etc. of office furniture.
- Secure and check all doors and windows upon completion of cleaning operations and set security alarm system.

M. Alarm Systems

- The City has alarm systems in numerous facilities. In some instances, these are multiple systems within a facility. Contractor shall be issued alarm codes for each site and be instructed in the correct operation of the system. It is imperative that the individual operating the alarm system be fluent in English. In the event of a life-threatening emergency Contractor shall instruct staff to use the Standard Operating Procedures for emergency response. CALL 911.
- Failure to operate the alarm system correctly shall result in a false alarm. Contractor shall be responsible for calling the Alarm Company and canceling any false alarms.

N. Drug Free Work Place

- The City of Temecula prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, alcohol or other drug that the employee knows or reasonably should know could interfere with the safe and effective performance of duties or operation of equipment in the workplace.

O. Contractor Security Access

- Contractor, all employees, and subcontractors will be required to complete a background check and Live Scan fingerprinting with the Temecula Police Department. It is the contractor's responsibility to schedule and pay for each Live Scan at the current rate.

P. Employee Time Tracking

- Contractor will be required to implement a time tracking system for all janitorial employees with facility-specific time stamping. It is the contractor's responsibility to select, purchase, and maintain the time-tracking system.

EXHIBIT B

Payment Rates and Schedule

PROPOSER NAME: ABM Industry Groups, LLC

FACILITY LOCATION	ADDRESS	SQ. FT.	PRICE PER MONTH PER SQ. FT.*	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR	DAYS OF SERVICES
Facility Operations Center	43230 Business Park Dr.	11,400	\$.1225	\$1,396.71	\$16,760.52	5 Days per Week
HELP Center	28922 Pujol Street	1,800	\$.2568	\$462.17	\$5,546.04	5 Days per Week
Jefferson Recreation Center	41375 McCabe St.	1,988	\$.4250	\$844.84	\$10,138.08	7 Days per Week
Mary Phillips Senior Center	41845 Sixth St.	6,148	\$.2606	\$1,602.15	\$19,225.80	7 Days per Week
Temecula Community Center	28816 Pujol St.	5,900	\$.2264	\$1,336.00	\$16,032.00	7 Days per Week
Temecula Valley Entrepreneur's Exchange	43200 Business Park Dr.	29,000	\$.1088	\$3,156.59	\$37,879.08	5 Days per Week
Temecula Valley Museum	28314 Mercedes St.	7,200	\$.1856	\$1,336.00	\$16,032.00	7 Days per Week
Community Recreation Center	30875 Rancho Vista Rd.	24,680	\$.1530	\$3,774.91	\$45,298.92	7 Days per Week

Note: The City reserves the right to select a Contractor to perform all of the work identified in this RFP, or only a selected portion, based on price and/or other factors.

*The price per square foot (Sq. Ft.) will be used as a basis for establishing a price for janitorial services of any new facility of similar use that may be added to the Agreement during its term.

Notes:

Pricing above is good until 4/30/2026.

*Price includes all labor, payroll taxes and insurance, supervision, cleaning supplies and equipment, uniforms, sick, vacation, overhead and profit.

** Any and all consumable supplies, hand soap and plastic trashcan liners, air fresheners, etc. are not included. Any of these supplies ordered by ABM will be billed back at cost plus taxes and a 10% administration fee.