

**AGREEMENT FOR JANITORIAL SERVICES AT THE AIRPORT
BETWEEN THE CITY OF SAN JOSÉ
AND
GCA SERVICES GROUP**

This Agreement is entered into as of November 1, 2011, by and between the City of San José, a municipal corporation ("City"), and GCA Services Group, Inc., a Delaware Corporation "GCA", or "Contractor").

RECITALS

1. City has issued a Request for Proposal ("RFP") for citywide janitorial services and at specified City facilities;
2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Agreement Documents

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- Exhibit A - Scope of Services
 - Exhibit A-1 - Airport Cleanable Floor Area in Square Feet
 - Exhibit A-2 - Airport Terminal Cleaning Floor Plans
 - Exhibit A-3 - Airport Restroom Locations
- Exhibit B - Schedule of Performance
- Exhibit C - Compensation
- Exhibit D - Insurance Requirements
- Exhibit E - 1 - Airport Living Wage Determination
- Exhibit E - 2 - Labor Peace
- Exhibit F - Special Provisions - Airport
- Exhibit G - Notice of Exercise of Option to Extend Agreement
- Exhibit H - Supplemental Work Order Form

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. Scope of Services

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

3. Term of Agreement

3.1 Initial Term

The term of this Agreement is from *November 1, 2011* to *October 31, 2014*, inclusive, subject to the provisions of Section 8 and subsection 3.2.

3.2 Options

City has the right to extend the term of this Agreement for five (5) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit C. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

3.3 No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

4. Schedule of Performance

Contractor's services must be completed according to the schedule set out in the attached Exhibit B, entitled "Schedule of Performance." Time is of the essence in this Agreement.

5. Compensation

City shall pay Contractor an amount not to exceed amounts described in Exhibit C of this document for Contractor's services and reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Exhibit C, entitled "Compensation".

6. Taxes and Charges

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

7. Labor Compliance

The janitorial services to be provided at the Norman Y. Mineta San Jose International Airport is subject to the Airport Living Wage and Labor Standards Ordinance codified in Title 25, Chapter 25.11 of the San Jose Municipal Code, as it may be amended from time to time. Contractor shall comply with the provisions of the attached Airport Living Wage Determination (Exhibit E-1). Contractor's labor peace assurances are set forth in the attached Exhibit E-2, entitled "Labor Peace".

8. Termination

8.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

8.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

8.3 Termination Authority

The Director of Finance (“Director”) is empowered to terminate this Agreement on behalf of City.

8.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

9. INDEMNIFICATION AND WAIVER

9.1 Contractor’s Indemnification

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of, related to or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

9.2 Contractor’s Assumption of Risk and Waiver of Claims

Contractor agrees to voluntarily assume any and all risk of, and waives any and all claims or causes of action against City, its officers, employees or agents (“City Parties”) for, loss, damage or injury to the person or property of Contractor, its agents, contractors, employees, officers, representatives, permittees and invitees, which may occur in, on or about the City facilities or property at any time and in any manner, except such loss, injury or damage as may be caused by the sole active negligence or sole willful misconduct of City Parties.

10. Insurance Requirements

Contractor agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements, which are attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

11. Waiver

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

12. Independent Contractor

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor’s employees, any subcontracting subcontractors and Contractor’s operations. Neither Contractor nor any person retained by Contractor may represent, act or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

13. Compliance with Laws

Contractor shall comply with all applicable laws, ordinances, codes, regulations, orders, requirements and policies (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

14. Conflict of Interest

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

15. Nondiscrimination

Contractor shall fully comply with all Federal and State of California laws pertaining to nondiscrimination, and Chapter 4.08 of the San Jose Municipal Code, and shall not discriminate against or grant preferential treatment to any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

16. Gifts

18.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

18.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

18.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 8 of this Agreement

17. Disqualification of Former Employees

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

18. Confidential Information

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

19. Ownership of Materials

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

20. Contractor's Books and Records

22.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

22.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

22.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

22.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives or Contractor's successor-in-interest.

21. Assignability

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

22. Subcontractors

Contractor may not use subcontractors to perform any services authorized under this Agreement.

24.1 Authorized Subcontractors

Notwithstanding Section 23 (Assignability) above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

24.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

23. Governing Law

This Agreement must be construed -- and its performance enforced--under California law.

24. Venue

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

25. Notices

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Director of Finance
City of San José
200 East Santa Clara St.
San José, CA 95113

To Contractor: GCA Services Group
Attn: Richard Sanchez, Sr. Regional VP
941 Catherine Street
Alviso, CA 95002

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

26. Miscellaneous

29.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

29.2 Assignment

Subject to the provisions of Section 23 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

29.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

29.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Deputy City Attorney

By: _____
Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

By: _____
Name: Richard Sanchez
Title: Sr. Regional Vice President

**EXHIBIT A
SCOPE OF SERVICES**

Contractor shall perform the following services:

1 GENERAL INFORMATION

- 1.1 This Exhibit describes the services to be provided at the San Jose International Airport.
- 1.2 Contractor shall provide all labor, equipment, tools, material and supplies to perform services under this Agreement.

2 SERVICE LEVEL REQUIREMENTS

- 2.1 Service level requirements will be based on the Schedule of Performance as set forth in Exhibit B. Cleaning surfaces where the work is to be performed, as described herein, shall be in Terminals A, B and FIS International and auxiliary buildings. Cleanable surface areas for all terminals are listed in Exhibit A-1 and Exhibit A-2 attached hereto.
- 2.2 The airport is a 24/7 operation and due to traffic patterns and safety concerns for the passengers, the majority of detail work is done off hours. The Airport from time-to-time may reschedule the work as deemed necessary to maintain the maximum cleaning levels of its facilities.
- 2.3 Contractor must maintain radio communication at all times with the Airport and or its representatives. Contractor must return phone calls within 2 minutes. For emergency services, Contractor must have emergency services crews on site no more than 1 hour after notification. Contractor shall provide contact numbers for the on site supervisors during their working hours. In addition, Contractor shall provide 24 x 7 contact information for two supervisors as well as the company branch manager or principal.
- 2.4 All of Contractor's employees must be able to communicate with sufficient fluency to take direction and perform assigned tasks unassisted, including having language skills sufficient to pass security testing as administered by the Transportation Security Administration.

3 SUPPLEMENTAL SERVICES

- 3.1 Airport will require Contractor to perform unscheduled work on occasion. Unscheduled work means work that is needed due to unexpected occurrences and exceeds the scope of the regular, recurring scheduled janitorial services specified in this Agreement, for example, cleaning services needed as a result of major overflow of backed up plumbing, or a roof leak. Unscheduled work will be considered on a per incident basis. Any changes in the fees or cost of consumables (if applicable) as a result of any such modifications will be governed by the pricing contained in Exhibit C, Compensation.

4 CHANGES IN SERVICES

- 4.1 Airport reserves the right to make changes in the services covered by the RFP or contract by adding or deleting any scheduled or unscheduled work, as well as modifying the frequencies and timing of scheduled services as dictated by changes in

circumstances. The Airport will provide seven (7) days' written notice of any such change. Contractor will promptly comply with such requirements. Any changes in the fees or cost of consumables (if applicable) as a result of any such modifications will be governed by the pricing contained in Contractor's proposal or in the signed contract.

5 CONTRACTOR REQUIREMENTS

- 5.1** Contractor, at all times during the life of this contract, will abide by and follow all necessary industry requirements, Airport requirements and standards, including those issued by the FAA, Department of Homeland Security, and Customs, etc., both present and future.
- 5.2** Contractor, at all times during the life of the contract, shall provide trained and qualified staff as required by certification, licensure and/or training.
- 5.3** Opportunities for cost savings, including cost reductions, will be provided to the Airport as soon as feasibly possible. No actions shall be taken until the Airport has had an opportunity to review and approve each proposal or opportunity.
- 5.4** Deliverable: Contractor shall develop and implement an operations and maintenance safety plan. This plan shall be subject to review and approval by the Airport. The safety plan shall be inclusive of all OSHA, MIOSHA, Biohazard certified, and industry practices, be kept on site at all times.
- 5.5** Contractor shall report in writing to the Airport all accidents arising out of or in connection with the Services pursuant to this Contract which result in injury or property damage giving full details and witness statements.
- 5.6** Contractor shall provide at all times, a Project Manager/Supervisor, trained and qualified including all necessary licensures, certifications and requirements as applicable, who will manage all aspects of Contractors services staff, including any and all Contractor support staff, visitors and vendors. Office space will be provided. This individual will oversee all the requirements identified in this RFP, and adherence to all policies, procedures, protocols, communications, standards, including but not limited to the safe, efficient and effective operation of janitorial/biohazard & janitorial service. This lead individual shall also perform: In services, quality assurances, constant walk through of the terminals, verification of supplies, recycling oversight and public relations skills
- 5.7** Contractor shall coordinate control over all contracted staff in the following way:
 - 5.7.1** Conduct direct communication with all above said staff
 - 5.7.2** Coordinate procedures and instructions with SJC
 - 5.7.3** Provide concise directions to janitorial and site staff for assignment
 - 5.7.4** Effectively communicate and coordinate efforts between Airport and Contractor's on site employees 24/7/365
 - 5.7.5** Develop and manage all procedure and activities, including activities needed to ensure personnel safety of all of Contractor's on site employees within areas of responsibility

5.7.6 Maintain at all times a professional operations inclusive of all industry standards established procedures protocols and under any condition or scenario

5.7.7 Other related duties and activities as requested by Airport

5.8 Contractor is responsible to keep clean, neat, and orderly all Airport assigned janitorial storage closets. Contractor will be responsible for maintaining all assigned areas in a clean and safe condition and appearance.

5.9 Contractor must ensure the most effective and efficient operation of all Airport provided utilities by its staff and employees to conserve energy and financial resources while not compromising performance levels.

6 BACKGROUND CHECKS

6.1 All individuals applying for a SJC badge must undergo a FBI fingerprint-based criminal history check as part of the SJC Badge issuance. Individuals convicted within the last 10 years, or currently charged with certain disqualifying crimes will be denied issuance of an Airport ID Badge. Fingerprint results must come back cleared before issuance of the Airport Photo ID Badge. Allow 2-3 weeks for fingerprints to come back.

7 BADGING REQUIREMENTS

7.1 All of Contractor's employees who will provide services under the proposed agreement must be able to obtain an Airport Security Identification Display Area (SIDA) badge. To obtain this badge, staff must complete an application, provide appropriate legal documentation, submit to fingerprinting and pass two background checks: a Criminal History Records Check and security threat assessment/work eligibility verification conducted by the Department of Homeland Security. This screening and testing is paid for by the Airport. After clearing the background checks, the applicant must also pass a video-based training program administered by Airport Operations before being issued a badge. The training video is provided in English. Failure to obtain a SIDA badge disqualifies an applicant from working at the Airport.

8 UNIFORMS AND IDENTIFICATION

8.1 All contract staff shall wear uniforms clearly identifying the company name. All uniforms shall be clean and neat.

8.2 All employees will be required to obtain Airport identification badges. The Airport will provide the initial badge. Each replacement badge will be charged to Contractor at the cost of \$150 each and deducted from the billing.

9 PARKING

9.1 Parking for Contractor's employees and vehicles will be designated by Airport. Parking permits and fees in the designated parking lots are estimated at approximately \$60.00 per month per employee. The Airport is responsible for paying these fees.

10 HOLIDAY WORK SCHEDULE

- 10.1** Facilities that are normally serviced on a day that falls on a city holiday shall still be serviced on that day, unless alternate date is mutually agreed upon. It is Contractor's responsibility to maintain the service levels as specified in the RFP.

11 CHANGES IN SCHEDULE

- 11.1** Any change in scheduling requested by Contractor must be approved in advance by the Airport's contract manager. In the event the Airport deems it necessary to interrupt janitorial services at any municipal facility(s) for any length of time, Contractor shall be notified to discontinue services. The cost for discontinued services will be deducted from Contractor's pay on a pro rata basis and may trigger liquidated damages.

12 SECURITY

- 12.1** Regular Keys: The Airport shall provide the Selected Proposer with a sufficient amount of keys that are needed to clean the facility. During the term of the contract, any lost key shall be replaced at a Twenty Five Dollar (\$25.00) per key charge to the Selected Proposer. At the end of the contract, all keys are to be returned to the Airport's contract manager.

- 12.2** Cyber keys: The City shall provide the Selected Proposer with initial cyber keys that will be needed to access the facilities. Replacement cyber key cost to Selected Proposer will be \$250 to \$350 per key.

12.2.1 NOTE: Failure to return all keys shall result in a reduction of Five Thousand Dollars (\$5,000.00) from the final payment to the Selected Proposer for each set of keys (Regular and Cyber keys).

12.2.2 Doors: Selected Proposer shall lock all doors and windows that provide access to any facility or office when cleaning is completed.

13 TRAINING

- 13.1** Contractor shall provide details of a comprehensive training program for all personnel. Training shall be at least 20 hours per year per person. Training shall include methods and materials for restroom care, general cleaning, carpet care, hard surface floor care, and special area cleaning.

14 CITY VEHICLES

- 14.1** Airport custodians are required to use City vehicles to move trash from the Terminals to the compactor and to go to the Airport auxiliary buildings (Facilities trailer, Police building, one hangar/restroom) to perform cleaning services. Gas vehicles as well as electric vehicles will be provided. The City will provide the gas for these vehicles. Contract employees that drive City vehicles for trash removal will be required to have a valid California Driver's license at all times and complete the City's driving class and obtain a City driving permit at no cost to the selected contractor.

15 INSPECTIONS

- 15.1** On a daily basis, the Airport may inspect the work provided under the contract. All items identified as deficiencies on the daily inspection shall be corrected within 24 hours of

notification of Contractor. Failure to resolve the items in the report within 24 hours will result in one additional verified complaint under Section 2.1.1 of Exhibit C, Compensation, per item for each 24 hour period that the items remain unresolved.

- 15.2** On a weekly basis, Contractor must provide an outside supervisor to do a walk through inspection of Airport with an Airport representative. The inspection shall last a minimum of two hours. This supervisor shall submit a report detailing the areas inspected, number of hours spent on the inspection, and the expected date for resolving the problems identified in the report. Failure to resolve the items in the report within 24 hours will result in one additional complaint logged per 24 hour period.
- 15.3** On a monthly basis, Contractor shall provide a detailed report of each individual working, the individual's position or classification, and the number of hours that individual worked.

16 Supplies, Material, and Equipment

- 16.1** Contractor shall provide all supplies and material necessary for maintenance of the Airport site. Selected Proposer shall provide a weekly supply and material distribution log identifying where the supplies and materials were distributed in the facility by floor. This log shall also identify the supplies and material left in storage as inventory and the additional supplies and material required for delivery in the next week.
- 16.2** Contractor shall provide the equipment, including floor cleaning equipment, vacuums, carts, etc. necessary for cleaning of the facility. In some instances, Airport equipment may be utilized with approval from the Deputy Director.
- 16.3** The Airport will provide lift equipment for high dusting areas and column cleaning. Contractor's employees must complete training before being able to use lifts.

17 Stocking of Consumables

- 17.1** Contractor shall ensure consumables, including toilet paper, paper towels, seat covers, cleaning supplies, etc are stocked at each janitorial closet on a daily basis. Contractor shall provide the Airport with a target inventory of supplies for each closet and ensure the actual inventory is kept current.
- 17.2** Contractor's janitorial staff will utilize closets and their contents for daytime dispensing of consumables, ensuring restrooms are stocked at all times. Contractor shall remove all trash left in janitorial closets on a nightly basis.

18 Dusting

- 18.1** A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths and apparatus. All surfaces up to eight feet should be dusted. All sensitive and electronic surfaces will be avoided.

19 Plumbing Fixtures and Dispenser Cleaning

- 19.1** Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mar chrome finishes and do not scratch porcelain fixtures.

20 HARD FLOORS

20.1 These standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for all hard floor surfaces, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. The end result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surfaces irrespective of the method of cleaning technique employed. Any and all damages will be at Contractor's expense. Hard floor surfaces which have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floor should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor is responsible for moving and replacing all furniture and small items in the area to be cleaned.

20.2 Sweeping

20.2.1 A properly swept floor is free of all dirt, dust, grit, lint and debris. All hard floors shall be swept each night, including sweeping under all furniture, behind plants, machines, waste receptacles, etc. Stanchions in the checkpoint areas should be moved and placed back in the same configuration as before work began.

20.3 Damp Mopping

20.3.1 A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris or standing water. Settee's, waste receptacles and non-stationary objects need to be moved to expose floor surface to be cleaned and moved back to former location after floor is dry.

20.4 Scrubbing

20.4.1 Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and floor has a uniformly clean appearance. Method used must be sufficient to clean all grout and/or uneven floor surfaces. A plain water rinse must follow the scrubbing process immediately.

20.5 Auto Scrubber

20.5.1 When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc. and picking up any water left behind from the machine.

20.6 Dust Mop/remove black scuff marks

20.7 Spot Cleaning

20.7.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks and left with a bright and uniformly clean appearance.

20.8 Floor Finish Removal on VCT only (Stripping)

20.8.1 Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately. Care is to be taken to clean window ledges, mullions, base boards, and other adjacent areas.

20.8.2 Finished Floor (Application)

20.8.2.1 A floor is satisfactorily finished when all old wax/polish has been completely removed, including in corners and along edges and sufficient coats of sealer and wax/polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.

20.8.3 Buffing of Finished Floor Surfaces

20.8.3.1 All finished floor areas shall be buffed to an acceptable sheen (Airport Facilities Director approval) with an acceptable floor buffer or burnisher. Acceptable, at minimum, means floors need to look absolutely attractive and meticulously clean with no marks from luggage, no rings on the floor and a non-skid glossy finish. Floors will also be spray buffed as needed to sufficiently maintain maximum gloss, removal of surface dirt and uniform appearance. Only non-skid and City approved spray-buff products shall be used. High speed buffing is acceptable using restorer. See Exhibit A-1, Facilities Cleaning Tracking sheet, attached hereto, for floor cleanable square footage.

21 CARPET

21.1 Carpet maintenance

21.1.1 These standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for carpets, shall be included as though written into these specifications. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. Daily spot removal of carpets is required every night by Contractor to assure a visibly clean surface. Contractor shall ensure that all stains, gum, food, debris, sticky substances, vomit, trash, bio-hazard spills, and other substances are removed from the carpet / hard floor each night. Stains that cannot be removed from a surface, or damaged carpet / hard floor shall be reported to the Shift Supervisor in Facilities & Engineering weekly, in writing including a description and location.

21.2 Vacuuming

21.2.1 Carpet is to be free from soil and debris. Recycle cans, waste receptacles and non-stationary objects shall be moved to expose entire floor surface and replaced after carpet is vacuumed. The vacuumed fibers should be cleaned to protect pile from matting (preferably using a machine with brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the

removal of soil and dust at and/or below the carpet surface. Pile lifting is a supplement to cleaning in high traffic areas and is required in all terminals.

21.2.2 Contractor shall vacuum/clean interior and exterior walk-off mats. After vacuuming or cleaning, the mats shall be free of all visible lint, litter and soil.

21.2.3 Contractor shall vacuum carpet style entrance mats to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed or hosed down and then dried to remove soil and grit. Soil underneath entrance mats shall be removed and mats returned to their normal location.

21.3 Spot Cleaning

21.3.1 A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care will be taken to use a product that will not harm the carpet fibers and ensure complete surface removal and adjacent surfaces will be protected or cleaned following the spot removal operation.

21.4 Carpet Cleaning

21.4.1 Upon completion of routine work, carpet shall be free of dirt, dust and shall present a uniform and bright appearance when dry. Waste receptacles and non-stationary objects shall be moved to expose entire carpet surface and replaced after carpet is dry.

21.5 The only approved method for cleaning of any new carpeted area shall be as follows:

21.5.1 Remove any large debris

21.5.2 Vacuum the area

21.5.3 Pre-spray the spots and area to be cleaned with properly diluted cleaning solution

21.5.4 Extract using only water

21.5.5 A carpet brush on a 175 rpm side-by-side machine can be used in heavily soiled areas to help loosen dirt.

21.5.6 Absolutely no bonnet cleaning will be allowed on any carpeted areas.

21.5.7 The end result of all carpet cleaning procedures is to leave all carpet fibers free of dust, dirt soil, gum, cleaning agents, and removable stains. Carpet shall be fresh smelling and uniform in brightness and overall appearance. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed. Carpets shall present a uniformly clean appearance and show no evidence of surface spoilage or spotting. The pile shall stand erect and the color shall be bright. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor is responsible for moving and replacing all furniture and small items in the area to be cleaned. Carpet odors are to be removed, and carpet is to be

left smelling fresh and clean. All carpet coverings shall be dry by 4:00 a.m. Contractor must strain water from machines prior to water being poured down any sink drain. In addition, do not remove any floor drains in any sink. Contractor will incur charges if carpet fibers are the cause for any clogged drains.

22 Carpeted Walk-off Entrance Mats

- 22.1** Remove gum, sweep; extract, deep clean walk off mats located at terminal entrances. Apply latest technology to remove spots, stains and sticky residue. This is a highly utilized traffic area and safety precautions must be exercised during each shift.

23 Stainless Steel & Podium Bronze Logo's

- 23.1** Clean and polishes (leaving no streaks) all kick plates, doors, partitions, restroom fixtures, columns. All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges and streaks. Cleaning agent is to be removed from all adjacent surfaces.

24 Wall Washing

- 24.1** Contractor shall clean all walls. After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, be free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.

25 Ticket Counter – Podium Booths – Interior

- 25.1** Contractor shall empty waste receptacles, change liners, dust and clean work surfaces & stainless steel

26 Ticket Podium Booths – Work Stations – Outside Baggage Check-in Booths/Counters

- 26.1** Contractor shall empty waste receptacles, change liners, dust and clean work surfaces & stainless steel.

27 Doors-Contractor shall:

- 27.1** Clean all non-glass doors
27.2 Clean all glass doors
27.3 Clean door frames

28 Stairs and Stairwells

- 28.1** Contractor shall mop, dust walls from ceiling to floor, remove trash, and remove scuff marks from walls; scrub and power wash floors.

29 Window/Interior Glass Cleaning-Contractor shall:

- 29.1** Spot Clean

29.2 Full Clean: Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and have a uniformly bright appearance and adjacent surfaces, including mullions, have been wiped clean. The cleaning work shall be accomplished with the least possible interference to airport passengers and operations. Dark or tinted glass is to be included in cleaning service.

30 Fixed Jet-Bridges-Contractor shall:

30.1 Sweep, vacuum

30.2 Clean walls, stainless panels, doors, empty trash.

30.3 Spot and Carpet cleaning

31 Chairs, Sofas and Kid-furniture- Contractor shall:

31.1 Clean and dust/vacuum w/backpack

31.2 Disinfect chairs and tables

32 Tables, Study and Desks-Contractor shall:

32.1 Clean, remove all doodling and graffiti

32.2 Use mild detergent, rinse thoroughly

33 File Cabinets and Card Files-Contractor shall:

33.1 Dust and remove fingerprints and smudges

34 Wastebaskets-Ticket Podiums-Contractor shall:

34.1 Empty and wipe clean and change liners daily.

35 Trash Containers throughout Terminals-Contractor shall:

35.1 Empty and wipe clean all trash containers and change liners daily. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed with germicidal detergent to maintain safe and sanitary conditions.

36 Ledges and Counter Tops-Contractor shall:

36.1 Damp clean

37 Water Fountains-Contractor shall:

37.1 Clean tops, sides and vents

38 Public Telephones-Contractor shall:

38.1 Clean and disinfect public telephones

39 Benches and Fabric Chairs-Contractor shall:

- 39.1** Clean (damp cloth) and vacuum
- 40** Dusting-Contractor shall:
 - 40.1** Dusting all physical pieces of property/ledges/blinds/artwork;
 - 40.2** Remove all cobwebs and spider webs and helium balloons, etc.
- 41** Elevators and Escalators-Contractor shall:
 - 41.1** Wipe any smudges from walls and doors inside and outside; Police elevator cabs to remove any debris; sweep and damp mop rubber tile floor; detail clean elevator cabs ceilings. All interior and exterior walls, floors, doors, ceilings, switches, buttons, controls and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors are to be maintained according to standards for hard floors and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times. Escalator glass will be cleaned and left with no fingerprints.
- 42** TA Crossover Bridge-Contractor shall:
 - 42.1** Police areas, pick up debris; remove any spots or gum immediately; scrub terrazzo floor; dust all window sills/ledges; spot clean glass; stainless baseboards, clean and polish (leaving no streaks)
- 43** Public Restrooms – Inspect all public restrooms regularly and ensure they are serviced at all times in the manner listed below (Restroom Locations are attached hereto in Exhibit 3). Contractor shall:
 - 43.1** Clean mirrors and shelves
 - 43.2** Wash urinal and toilet partitions
 - 43.3** Clean sinks and chrome
 - 43.4** Wash urinal and toilet partition
 - 43.5** Clean sinks and chrome
 - 43.6** Fill soap dispensers
 - 43.7** Clean and fill towel dispenser
 - 43.8** Empty and clean towel disposal
 - 43.9** Clean napkin disposal and change liner
 - 43.10** Full mop
 - 43.11** Fill toilet paper dispenser

- 43.12 Spot clean walls, pipe fixtures
- 43.13 Empty trash containers
- 43.14 Fill and damp clean seat cover dispenser
- 43.15 Damp clean exterior of trash containers
- 43.16 Machine strip & scrub floors, scrub walls (Full Detail)
- 43.17 24x7 Restrooms must be odor free at all times

44 Outside Baggage, Ticket Check-in Booths/Counter-Contractor shall:

- 44.1 Empty waste receptacles, change liners; dust and clean work surfaces & stainless steel.

45 Non-Public Shared Lunchrooms, Break rooms, Conference Rooms, Lobbies, Hallways-Contractor shall:

- 45.1 Clean chairs with damp cloth
- 45.2 Empty wastebaskets (change liners daily)
- 45.3 Clean ledges and counter tops with damp cloth
- 45.4 Clean tables
- 45.5 Vacuum carpet thoroughly
- 45.6 Damp mop
- 45.7 Clean sinks
- 45.8 Damp clean exterior of trash containers
- 45.9 Refrigerator exteriors
- 45.10 Machine strip & scrub floors, scrub walls (Full Detail)

46 Non-Public Restroom/Showers/Exercise Room-Back of House-Contractor shall:

- 46.1 Clean mirrors and shelves
- 46.2 Wash urinal and toilet partitions
- 46.3 Clean sinks and chrome
- 46.4 Fill soap dispensers
- 46.5 Clean and fill towel dispenser
- 46.6 Empty and clean towel disposal

46.7 Clean napkin disposal and change liner

46.8 Full mop

46.9 Fill toilet paper dispenser

46.10 Spot clean walls, pipe fixtures

46.11 Empty trash containers

46.12 Fill and damp clean seat cover dispenser

46.13 Damp clean exterior of trash containers

47 Terminal A, Terminal B and Federal International Terminal Entrance Areas-Contractor shall:

47.1 Sweep outside debris and put it in the trash; do not leave outside debris in the planters or the driveway. Remove gum and spills daily. Spot clean doors and doorframes.

48 Waste Disposal and Recycling-Contractor shall:

48.1 Contractor is responsible for placing all trash/debris/recyclables collected at the Airport into containers in locations designated by the Airport. Contractor will promptly remove all collected trash/debris/recyclables from terminals and offices in a timely manner. Contractor will not store on site any hazardous waste or highly combustible materials. Contractor must comply with all current and future recycling programs.

49 Office and Administrative Area-Contractor shall:

49.1 Waste receptacles are to be emptied, spot cleaned and liners replaced as required. Recycling containers are to be emptied daily. Non-carpeted floors are to be Swept/dust mopped. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to hand height to remove fingerprints, dust, soil, etc. Leave all areas as found with regards to occupant's personal effects and work items.

50 Signage & Graffiti Removal-Contractor shall:

50.1 Graffiti is to be removed from surfaces on the inside of the facility building. Care is to be taken to maintain the original surface where graffiti appeared. Graffiti is to be removed as soon as it is discovered and/or reported.

50.2 Wipe down signs and remove dust from tops

51 Public Art - All Routine Cleaning-Contractor shall:

51.1 Dusting and removal of fingerprints and/or other marks or scuffs.

51.2 Mop Art Tech floor

52 Miscellaneous-Contractor shall:

- 52.1** Visual check of Dreaming FIDS aquarium fish for removal of perished fish as needed.
- 52.2** Clean Dreaming FIDS – Fish tank frame and glass
- 52.3** Clean eCloud's - Dynamic Sign (the black glass face front/back/edges)
- 52.4** Clean Mezzanine Display Cases
- 52.5** Clean Arrival Hall Display Cases
- 52.6** Clean Space Observer - vertical legs and "foot disks"
- 52.7** Clean ECloud's - Dynamic Sign (the black glass top edge)
- 52.8** Clean Shifting Time (reactive wall between restrooms near the information booth)
- 52.9**
- 52.10** Clean Space Observer (angled tops of 3 legs and upper surfaces of head)
- 52.11** Clean Wave Matter Tessellation (photographic columns panels with holes at the south end of the concourse)
- 52.12** Clean Courtesy of Nature (dappled light column panels at the north end of concourse)
- 52.13** Clean Wall of Recognition/Commemoration of Nissen, Renzel and Mineta (baggage claim)
- 52.14** Strip and refinish VCT in the back of house corridors

53 Baggage Claim Area (Terrazzo & VCT)-Contractor shall:

- 53.1** Sweep floors
- 53.2** Damp Mop/Scrubbing/Auto Scrubbing floors
- 53.3** Spot Cleaning floors
- 53.4** Remove gum from floors
- 53.5** Strip, refinish and buff terrazzo
- 53.6** Clean Chairs w/damp cloth (disinfect)
- 53.7** Empty garbage cans

- 53.8** Clean window ledges (up to 8 feet)
- 53.9** Clean piano
- 53.10** Clean stainless steel
- 53.11** 35.11 Clean handprints on walls and doors
- 53.12** 35.12 Clean glass on doors and windows

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
<u>Hard Floor Surfaces (Terrazo & VCT)</u>				
Sweeping	7 days/wk	M-Su	all shifts	as needed
Damp Mop/Scrubbing/Auto Scrub	7 days/wk	M-Su	night	1
Dust Mop/remove black scuff marks	7 days/wk	M-Su	all shifts	1
Spot Cleaning	7 days/wk	M-Su	all shifts	as needed
Remove gum	7 days/wk	M-Su	all shifts	as needed
Strip, refinish & buff terrazzo	Quarterly	any day	night	
Ceramic tile floors; strip and reseal	Quarterly	M-Su	night	
<u>Carpeted Floors</u>				
Carpet Maintenance	7 days/wk	M-Su	all shifts	1
Vacuum all carpet (including under chairs)	7 days/wk	M-Su	night	1
Spot clean carpet	7 days/wk	M-Su	all shifts	as needed
Carpet cleaning (extracting)	1 day/wk	any day	night	as needed
<u>Carpeted Walk-off Entrance Mats</u>				
Remove gum, sweep	7 days/wk	M-Su	all shifts	as needed
Extract, deep clean	1 day/month	any day	night	1
<u>Stainless Steel and Bronze Logo's</u>				
All kick plates, doors, partitions, restroom fixtures,	7 days/wk	M-Su	all shifts	as needed
Columns clean and polish (leaving no streaks).	7 days/wk	M-Su	all shifts	as needed
<u>Wall & Columns Washing</u>				
Spot clean	7 days/wk	M-Su	all shifts	as needed
Wash Walls	1	any day	night	as needed

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
	day/month			
<u>Ticket Counter - Podium Booths - Checkpoints</u>				
Empty waste receptacles, change liners,	7 days/wk	M-Su	all shifts	as needed
Dust and clean work surfaces & stainless steel	7 days/wk	M-Su	all shifts	1
Empty water containers at checkpoints	7 days/wk	M-Su	all shifts	1
Disinfect carpet at checkpoints	7 days/wk	M-Su	night	1
<u>Ticket Podium Booths - Work Stations</u>				
<u>Outside Baggage Check-in Booths/Counters</u>				
Empty waste receptacles, change liners,	7 days/wk	M-Su	all shifts	daily/as needed
Dust and clean work surfaces & stainless steel	7 days/wk	M-Su	all shifts	1
<u>Doors & Door Frames</u>				
Clean all non-glass doors	7 days/wk	M-Su	all shifts	1
Clean all glass doors	7 days/wk	M-Su	all shifts	1
Clean door frames	7 days/wk	M-Su	all shifts	as needed
<u>Stairs and Stairwells</u>				
Inspection and garbage patrol	7 days/wk	M-Su	day	as needed
Mop, dust, remove scuff marks	2 days/wk	T & F	swing	1
Power wash stairwells	1 day/month	any day	night	1
<u>Windows/Interior glass</u>				
Spot Clean	7 days/wk	M-Su	all shifts	as needed
Full Clean	1 day/month	any day	night	1
<u>Fixed Jet-Bridges</u>				

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
Sweep, vacuum	7 days/wk	M-Su	all shifts	1
Spot Clean Carpet	7 days/wk	M-Su	all shifts	1
Clean walls, stainless panels, doors	7 days/wk	M-Su	night	as needed
Empty Trash cans	7 days/wk	M-Su	night	1
<u>Chairs, Sofas and Kid Furniture</u>				
Clean and dust/vacuum w/backpack	7 days/wk	M-Su	all shifts	1
Disinfect chairs and tables	7 days/wk	M-Su	night	1
<u>Tables, Study and Desks,</u>				
Clean, remove all doodling and graffiti,	7 days/wk	M-Su	all shifts	as needed
use mild detergent, rinse thoroughly	7 days/wk	M-Su	all shifts	as needed
<u>File Cabinets and Card Files</u>				
Dust	1 day/wk	any day	all shifts	as needed
<u>Wastebaskets-Ticket Podiums</u>				
Empty (change liners daily)	7 days/wk	M-Su	all shifts	3
<u>Trash Containers</u>				
Empty and wipe clean (change liners daily)	7 days/wk	M-Su	all shifts	3
<u>Ledges and Counter Tops</u>				
Damp Clean	7 days/wk	M-Su	all shifts	as needed
<u>Water Fountains</u>				
Clean tops, sides, and vents	7 days/wk	M-Su	all shifts	as needed
<u>Public Telephones and Booths</u>				
Clean	7 days/wk	M-Su	all shifts	as needed
<u>Benches and Fabric Chairs</u>				
Clean (damp cloth) and vacuum	7 days/wk	M-Su	night	1

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
<u>Dusting</u>				
Low dust (to 6 foot height)	7 days/wk	M-Su	night	1
High dust (6-8 feet)	1 days/wk	any day	night	1
Very high dust (8ft +)	Quarterly	any day	night	1
Remove all cobwebs and spider webs, etc.	7 days/wk	M-Su	night	1
<u>Elevators</u>				
Wipe any smudges from walls and doors inside and outside	7 days/wk	M-Su	all shifts	1
Police elevator cabs to remove any debris	7 days/wk	M-Su	all shifts	3
Sweep and damp mop rubber floor	7 days/wk	M-Su	night	1
Detail clean elevator cabs ceilings	7 days/wk	M-Su	night	1
<u>TA Crossover Bridge</u>				
Police areas and pick up debris	7 days/wk	M-Su	all shifts	3
Remove any spots or gum immediately	7 days/wk	M-Su	all shifts	as needed
Scrub terrazzo floor	7 days/wk	M-Su	night	1
Dust all window sills / ledges	7 days/wk	M-Su	night	1
Spot Clean glass	7 days/wk	M-Su	all shifts	as needed
Stainless baseboards, clean and polish (leaving no streaks)	7 days/wk	M-Su	night	1
<u>Public Restrooms - Inspection of all public restrooms to occur each hour on 1st and 2nd shift</u>				
Clean mirrors and shelves	7 days/wk	M-Su	all shifts	4 per shift
Wash urinal and toilet partitions	7 days/wk	M-Su	all shifts	4 per shift
Clean sinks and chrome	7 days/wk	M-Su	all shifts	4 per shift
Fill soap dispensers	7 days/wk	M-Su	all shifts	4 per shift
Clean and fill towel dispenser	7 days/wk	M-Su	all shifts	4 per shift
Empty and clean towel disposal	7 days/wk	M-Su	all shifts	4 per shift

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
Clean napkin disposal and change liner	7 days/wk	M-Su	all shifts	4 per shift
Full mop	7 days/wk	M-Su	all shifts	4 per shift
Fill toilet paper dispenser	7 days/wk	M-Su	all shifts	4 per shift
Spot clean walls, pipe fixtures	7 days/wk	M-Su	all shifts	4 per shift
Empty trash containers	7 days/wk	M-Su	all shifts	4 per shift
Fill and damp clean seat cover dispenser	7 days/wk	M-Su	all shifts	4 per shift
Damp clean exterior of trash containers	7 days/wk	M-Su	all shifts	4 per shift
Machine strip & scrub floors, scrub walls (Full Detail)	1 day/month	any day	night	1
<u>Outside Baggage, Ticket Check-in Booths/Counters</u>				
Empty waste receptacles, change liners,	7 days/wk	M-Su	all shifts	3
Dust and clean work surfaces & stainless steel	7 days/wk	M-Su	all shifts	1
<u>Non-Public Shared Lunchrooms, Break rooms, Conference Rooms, Lobbies, Hallways</u>				
Clean chairs with damp cloth	2 days/wk	T & F	day	1
Empty wastebaskets (change liners daily)	2 days/wk	T & F	day	1
Clean ledges and counter tops with damp cloth	2 days/wk	T & F	day	1
Clean tables	2 days/wk	T & F	day	1
Vacuum carpet thoroughly	2 days/wk	T & F	day	1
Damp mop	2 days/wk	T & F	day	1
Clean sinks	2 days/wk	T & F	day	1
Damp clean exterior of trash containers	2 days/wk	T & F	day	1
Refrigerator exteriors	2 days/wk	T & F	day	1
Machine strip & scrub floors, scrub walls (Full Detail)	1 day/month	any day	night	1

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
<u>Non-Public Restrooms>Showers – Back of House</u>				
Clean mirrors and shelves	5 days/wk	M-F	day	1
Wash urinal and toilet partitions	5 days/wk	M-F	day	1
Clean sinks and chrome	5 days/wk	M-F	day	1
Fill soap dispensers	5 days/wk	M-F	day	1
Clean and fill towel dispenser	5 days/wk	M-F	day	1
Empty and clean towel disposal	5 days/wk	M-F	day	1
Clean napkin disposal and change liner	5 days/wk	M-F	day	1
Full mop	5 days/wk	M-F	day	1
Fill toilet paper dispenser	5 days/wk	M-F	day	1
Spot clean walls, pipe fixtures	5 days/wk	M-F	day	1
Empty trash containers	5 days/wk	M-F	day	1
Fill and damp clean seat cover dispenser	5 days/wk	M-F	day	1
Damp clean exterior of trash containers	5 days/wk	M-F	day	1
<u>Terminal Entrance Areas</u>				
Removal all gum and spots from walk off mats	7 days/wk	M-Su	all shifts	1
<u>Waste Disposal and Recycling</u>				
Empty trash & recycling	7 days/wk	M-Su	all shifts	1
<u>Office and Administrative Area</u>				
Empty trash	5 days/wk	M-F	day	1
Vacuum	5 days/wk	M-F	day	1
Sweep non-carpet areas	5 days/wk	M-F	day	1
Dust	5 days/wk	M-F	day	1
<u>Signage & Graffiti Removal</u>				
Remove all graffiti and markings on walls	7 days/wk	M-Su	all shifts	1
Wipe down signs and remove dust from tops	7 days/wk	M-Su	night	1
<u>Public Art - All-Routine Maintenance</u>				
Dusting (low)	1 day/wk	W	night	1

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
Fingerprint Removal	1 day/2 wks	W	night	1
Art Tech Floor Mopping	monthly	W	night	1
Dusting (high)	1 day/2 wks	W	night	1
<u>Miscellaneous</u>				
FIDS Aquarium fish removal of perished fish	as needed	as needed	as needed	as needed
Dreaming FIDS-fish tank frame glass	7 days/wk	M-Su	night	1
eCloud's dynamic sign (the black glass face front/back/edges)	7 days/wk	M-Su	night	1
Mezzanine display cases				
Arrival hall display cases	1 day/wk	W	night	1
Space observer (vertical legs and "foot disks")	1 day/wk	W	night	1
eCloud's dynamic sign-dynamic sign (the black glass top edge)	1 day/wk	W	night	1
Shifting Time (reactive wall between restrooms near the information booth)	1 day/wk	W	night	1
Space observer (angled tops of 3 legs & under surfaces of head)	1 day/month	W	night	1
Wave Matter Tessellation (photographic columns panels w/holes at the south end of concourse)	1 day/month	W	night	1
Courtesy of Nature (dappled light column panels at the end of concourse)	1 day/month	W	night	1
Wall of Recognition/Commemoration of Nissen, Renzel and Mineta (baggage claim)	1 day/month	W	night	1
<u>Baggage Claim Area (Terrazzo & VCT)</u>				
Sweep floors	7 days a week	M-Su	any shift	as needed
Damp Mop/Scrubbing/Auto Scrubbing floors	7 days a week	M-Su	any shift	as needed
Spot Cleaning floors	7 days a week	M-Su	any shift	as needed
Remove gum from floors	7 days a week	M-Su	any shift	as needed
Strip, refinish and buff terrazzo	Every other month	Any day	grave shift	as needed
Clean Chairs w/damp cloth (disinfect)	7 days a	M-Su	any	as

Description	Frequency	Dates of the Week	Shift	Minimum Times per Day
	week		shift	needed
Empty garbage cans	7 days a week	M-Su	any shift	as needed
Clean window ledges (up to 8 feet)	7 days a week	M-Su	any shift	as needed
Clean piano	7 days a week	M-Su	any shift	as needed
Clean stainless steel	7 days a week	M-Su	any shift	as needed
Clean handprints on walls and doors	7 days a week	M-Su	any shift	as needed
Clean glass on doors and windows	7 days a week	M-Su	any shift	as needed

AUXILIARY Buildings Schedule of performance

Description	Frequency	Days of the Week	Shift	Minimum Times per day
<u>Carpeted Floors</u>				
Carpet Maintenance	2 days/wk	T & F	day	1
Vacuum all carpet (including under chairs)	2 days/wk	T & F	day	1
Spot clean carpet	as needed	T or F	day shift	as needed
Carpet cleaning (extracting)	annually	T or F	night	as needed
<u>File Cabinets and Card Files</u>				
Dust	as needed	T or F	day	1
<u>Trash Containers</u>				
<u>Empty and wipe clean (change liners twice a week)</u>	2 days/wk	T & F	day	1
<u>Ledges and Counter Tops</u>				
Damp Clean	2 days/wk	T & F	day	1
<u>Public Restrooms - Inspection of all public restrooms to occur each hour on 1st and 2nd shift</u>				
Clean mirrors and shelves	2 days/wk	T & F	day	1
Wash urinal and toilet partitions	2 days/wk	T & F	day	1
Clean sinks and chrome	2 days/wk	T & F	day	1
Fill soap dispensers	2 days/wk	T & F	day	1
Clean and fill towel dispenser	2 days/wk	T & F	day	1
Empty and clean towel disposal	2 days/wk	T & F	day	1
Full mop	2 days/wk	T & F	day	1
Fill toilet paper dispenser	2 days/wk	T & F	day	1
Spot clean walls, pipe fixtures	2 days/wk	T & F	day	1
Empty trash containers	2 days/wk	T & F	day	1
Fill and damp clean seat cover dispenser	2 days/wk	T & F	day	1
Damp clean exterior of trash containers	2 days/wk	T & F	day	1
<u>Non-Public Shared Lunchrooms, Break rooms, Conference Rooms, Lobbies, Hallways</u>				
Clean chairs with damp cloth	2 days/wk	T & F	day	1
Empty wastebaskets (change liners twice a week)	2 days/wk	T & F	day	1
Clean ledges and counter tops with damp cloth	2 days/wk	T & F	day	1
Clean tables	2 days/wk	T & F	day	1

Description	Frequency	Days of the Week	Shift	Minimum Times per day
Vacuum carpet thoroughly	2 days/wk	T & F	day	1
Damp mop	2 days/wk	T & F	day	1
Clean sinks	2 days/wk	T & F	day	1
Damp clean exterior of trash containers	2 days/wk	T & F	day	1
Refrigerator exteriors	2 days/wk	T & F	day	1
<u>Waste Disposal and Recycling</u>				
Empty trash & recycling	2 days/wk	T & F	day	1
<u>Office and Administrative Area</u>				
Empty trash	2 days/wk	T & F	day	1
Vacuum	2 days/wk	T & F	day	1
Sweep non-carpet areas	2 days/wk	T & F	day	1
Dust	2 days/wk	T & F	day	1

**EXHIBIT C
COMPENSATION**

1. COMPENSATION

1.1 City shall compensate Contractor for Janitorial Services according to the following Schedule:

Airport	Monthly Rate	Annual Rate	3 year total
Janitorial services (includes all labor, equipment, material, supplies & consumables)	\$195,161.04	\$2,341,932.49	\$7,025,797.47
Contingency Amount (provided for supplemental work if required)			\$702,579.53
TOTAL MAXIMUM COMPENSATION			\$7,728,377.00

1.2 In the event the City requires supplemental services, Contractor shall provide a written quotation that includes all costs to complete the supplemental service requested and shall obtain approval before start of work using the Supplemental Work Order Form in Exhibit F. Upon receiving City’s written approval to proceed with the supplemental service, Contractor shall perform the supplemental service at a time mutually agreed upon by Contractor and according to the hourly rates and percentage markup on costs as specified below. All work and supplies, material & heavy equipment used must be documented using the Supplement Work Order form. Payments for supplemental work shall be based on the Sections below.

Supplemental Services:	Hourly Rate	Percentage (%) Markup on Cost
Skilled labor rate (includes the use of standard equipment)	\$22.45	
Unskilled labor rate (includes the use of standard equipment)	\$20.41	
Reimbursable expense: Cleaning supplies, materials and consumables		6%
Reimbursable expense: Heavy duty equipment		6%

1.3 All Payments are based upon City’s acceptance of Contractor’s performance of janitorial services as evidenced by successful completion of each Deliverable per the scope of services and schedule of performance. City shall have no obligation to pay unless

Contractor has successfully completed and City has approved the services for which payment is due.

- 1.1** The maximum amount of compensation to be paid to Contractor, including both payment for janitorial services and eligible reimbursable expenses, and including the maximum dollar amount set aside for supplemental services shall not exceed Seven Million Seven Hundred Twenty Eight Thousand Three Hundred Seventy-Seven Dollars and no cents (**\$7,728,377.00**). No supplemental services will be performed unless both parties sign a Supplemental Work Order Form outlining the services requested and the compensation agreed for such services.

1.4 Monthly Invoice

Contractor shall submit to City a monthly invoice electronically using an Excel format within fifteen (15) working days of the last day of each month, in arrears, for payment for services performed and any eligible reimbursable expenses pursuant to this Agreement. The monthly invoice shall at minimum include the following data fields: invoice number; service site address; date and time of service per site; services provided per site; quantities of products (material, supplies and consumables) used per site; unit cost, subtotals and total cost used per site. City shall review the monthly invoice submitted by Contractor and within ten (10) working days of receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

1.5 Payment to Contractor

Except as otherwise provided in this Agreement, City shall make monthly payments within ten (10) business days of City's approval of Contractor's invoice. If City makes any payments or incurs any costs for which City is entitled to reimbursement from any payment otherwise due to Contractor from City, City may deduct such reimbursement from any payment otherwise due to Contractor from City. City shall submit to Contractor written documentation in support of such deduction upon Contractor's request. In the event City does not deduct such reimbursement from Contractor's payment but submits to Contractor an invoice for reimbursement, Contractor shall reimburse City within thirty (30) days of receipt of such invoice.

1.6 Pricing

Pricing shall be firm fixed for the initial three year period of the agreement. During this period, Contractor's pricing may not increase.

1.7 Price Adjustments

In the event that City makes Adds or Deletes to the Schedule of Services City and Contractor shall execute an Addendum in using Form C-1 documenting the changes. The Monthly Price shall be adjusted accordingly. In the event the City elects to exercise its option for annual renewals, price adjustments may be considered by the City if Contractor can demonstrate to the satisfaction of the City that a price increase is justified. Any increase shall not exceed 3% annually.

2. LIQUIDATED DAMAGES

2.1 THE PARTIES HERETO AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE TO THE CITY IF CONTRACTOR WERE TO TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OR OTHERWISE BREACH. IN ADDITION TO THE SERVICES PROVIDED, CITY

EXPECTS TO RECEIVE OTHER BENEFIT FROM CONTRACTOR'S SERVICES. THE PARTIES MUTUALLY AGREE THAT LIQUIDATED DAMAGES SET FORTH IN BELOW ARE ACCEPTABLE TO EACH PARTY AND ARE A REASONABLE ESTIMATE OF CITY'S LOSS IF CONTRACTOR FAILS TO COMPLETE SERVICES IN ACCORDANCE WITH THE SCHEDULE OF PERFORMANCE AND/OR FAILS TO MEET THE PERFORMANCE STANDARDS. CITY'S ACCEPTANCE OF ANY LIQUIDATED DAMAGES AS A RESULT OF A PERFORMANCE STANDARD BREACH SHALL NOT PREVENT CITY FROM EXERCISING ANY OTHER RIGHT OR REMEDY FOR DEFAULT AVAILABLE TO CITY UNDER THIS AGREEMENT.

2.1.1 Liquidated Damages (LDs) shall be incurred if Contractor fails to meet the performance standards and specifications as set forth in Exhibit A, Scope of Services and Exhibit B, Schedule of performance. The City will allow three (3) verified complaints for below standard cleaning service of any City facilities per month. (A "verified complaint" shall mean an observation of a cleaning deficiency by or confirmed by City Staff.) If a fourth verified complaint occurs, \$250 will be deducted from the monthly price under the contract. Each additional complaint will result in an additional assessment of \$150 per complaint to be deducted until the end of the month.

a. If the service deficiency is in an area that is accessible to the general public, or is reported by a building occupant, user or customer, Contractor shall correct the service problem within one (1) hour of notification. If the nature of service problem is such that it cannot reasonably be corrected within one (1) hour, as determined by the City, or if the service deficiency is in an area not accessible to the general public, Contractor shall correct the deficiency within eight (8) hours of notification. Failure to correct the service problem within the applicable time frame will result in one additional verified complaint.

b. Contractor shall correct all items identified as deficiencies in City's daily and weekly inspections within 24 hours of notification. Failure to resolve the items in the report within 24 hours will result in one additional verified complaint per item for each 24 hour period that the items remain unresolved.

c. Contractor's on duty supervisor(s) shall respond to calls from City staff within 10 minutes. Each failure to respond within this timeframe will result in one additional verified complaint.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH ABOVE HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

"CITY"

"CONTRACTOR"

By: _____

By: _____

FORM C-1

CONTRACT ADDENDUM for JANITORIAL SERVICES

The following Locations/Services Levels are hereby modified:

Line	Location	Address	Sq. Ft.	Freq.	Monthly	Yearly	ADD/DELETE
				Per Wk.			

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

City of San José
a municipal corporation

By: _____

By: _____

Name: Richard Sanchez
Title: Sr. Regional Vice President

Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

**EXHIBIT D
INSURANCE REQUIREMENTS**

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Commercial General Liability coverage ("occurrence") Form Number CG 0001, including fire Legal Liability; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall include all owned, non-owned and hired automobiles; and
3. Automobile Physical Damage for all City vehicles operated by Contractor; and

4. Inland Marine Physical Damage for all City equipment operated by Contractor; and
5. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
6. Crime Coverage.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, false arrest and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, \$100,000 Fire Legal Liability; and
2. Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage for Airside Operations, \$1,000,000 if landside operations only; and
3. Automobile Physical Damage with a limit of "Actual Cash Value" and a deductible not to exceed \$25,000; and
4. Inland Marine Physical Damage with a limit of "Actual Cash Value" and a deductible not to exceed \$25,000; and
5. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
6. Crime Coverage: A Combination Crime policy with minimum limits not less than \$1,000,000 for

Form A: Employee Dishonesty

Form B: Forgery or Alteration

Form C: Theft, Disappearance, Destruction Inside/Outside Premises

Form D: Robbery and Safe Burglary Inside/Outside Premises

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that 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.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Automobile Physical Damage and Inland Marine Physical Damage

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insured and Loss Payee.
- b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Automobile Physical Damage, Inland Marine, Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its employees, officials, agents and contractors.

4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

F. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

G. **Verification of Coverage**

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

G. **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.



CITY LIVING WAGE

**AIRPORT LIVING WAGE
DETERMINATION**

SCOPE: Janitorial Services at Norman Y. Mineta San Jose International Airport

ISSUANCE

DATE: July 1, 2011

Contracts governed by San Jose Municipal Code Chapter 25.11 - Airport Living Wage and Labor Standards - require Airport Businesses to provide their covered employees the following minimum compensation rates:

1. If minimum health insurance benefits are provided, compensation of no less than **Thirteen Dollars and Twelve Cents (\$13.12) per hour.**
2. If minimum health insurance benefits are not provided, compensation of no less than **Fourteen Dollars and Thirty-Seven Cents (\$14.37) per hour.**

The minimum compensation required to be paid to covered employees is the sum of the hourly wage, the employer's direct hourly contribution for the covered employee's health and medical care insurance (if any), and the employer's direct hourly contribution for the covered employee's retirement benefits (if any). For the lower rate to apply, the employer must either (a) offer the covered employee an employer-sponsored health insurance plan for which the employer pays at least 50% of the cost, or (b) pay at least 50% of the cost of the covered employee's health plan.

The minimum compensation rates will be reviewed annually to determine if any adjustment should be made based on any change as of December 31st of the previous year in the CPI-U for San Francisco-Oakland-San Jose. If the CPI has not increased or if the CPI has declined, the minimum compensation rate shall remain unchanged.

Any minimum compensation rate adjustments shall be effective July 1st of each year.

Hours and Days of Work

(Industrial Welfare Commission Order No. 16-2001)

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

**EXHIBIT E-2
LABOR PEACE**

EXHIBIT F
SPECIAL PROVISIONS – AIRPORT

City is the owner and operator of the Norman Y. Mineta San Jose International Airport (“Airport”). Contractor will be performing services at the Airport and agrees to abide by all rules and regulations pertaining to the Airport adopted by City from time to time. The following provisions shall also apply to services performed at the Airport.

1. Security Measures

Contractor agrees to abide by all provisions of the Airport’s Master Security Plan approved by the Federal Aviation Administration (“FAA”) and/or the Transportation Security Administration (“TSA”), and agrees to institute and carry out all security measures as provided in said plan. Any violations of the security plan which result in fines to City by the FAA and/or TSA, and which are caused by Contractor, its officers, agents or employees or invitees, will be assessed to Contractor by City and will be payable by Contractor to City following invoice thereof by City to Contractor.

2. Grant Agreement Covenants

Contractor acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for improvement of the Airport, and accordingly, agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Contractor:

- 2.1 Contractor for itself, its personal representatives, successors-in-interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 2.2 Contractor for itself, its personal representatives, successors-in-interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities; (ii) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that Contractor shall use the Airport premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.
- 2.3 That in the event of breach of any of the above nondiscrimination covenants, City (through Director) shall have the right to terminate this Agreement, and to re-enter and repossess the Airport premises, and hold the same as if this Agreement had never been made or issued. This provision does not become effective until the procedures of

49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

- 2.4 Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- 2.5 Without limiting the generality of any other terms or provisions of this Agreement, noncompliance with Section 2.4 above shall constitute a material breach thereof and in the event of such noncompliance City (through Director) shall have the right to terminate this Agreement and the estate hereby created without liability therefore or, at the election of City or the United States, either or both said governments shall have the right to judicially enforce Sections 2.1, 2.2, 2.3 and 2.4 of this Section 2.
- 2.6 Contractor agrees that it shall insert the above five (5) provisions in any agreement by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Airport premises.
- 2.7 Contractor assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This Section 2.7 obligates Contractor or its transferee for the period during which federal assistance is extended to the Airport, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section 2.7 obligates Contractor or transferee for the longer of the following periods: (i) the period during which the property is used by City or any transferee for a purpose for which federal assistance is extended, or for any purpose involving the provision of similar services or benefits; or (ii) the period during which City or any transferee retains ownership or possession of the property. In the case of contractors, this Section 2.7 binds the contractors from the bid solicitation through the completion of the contract.
- 2.8 City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Contractor, and without interference or hindrance.
- 2.9 City reserves the right, but shall not be obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of Contractor in this regard.
- 2.10 This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation or maintenance of the Airport.
- 2.11 There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

- 2.12 Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (“FAR”) in the event any future structure or building is planned for the location(s) of its activities, or in the event of any planned modification or alteration of any present or future building or structure situated at the Airport.
- 2.13 Contractor, by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to a height above the mean sea level that would exceed FAR Part 77 standards or elevations affecting the Airport navigable airspace. In the event the aforesaid covenants are breached, City reserves the right to enter upon any area utilized by Contractor and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Contractor.
- 2.14 Contractor, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the Airport premises in any manner which might interfere with the landing and taking off of aircraft from Norman Y. Mineta San Jose International Airport or otherwise constitute a hazard. In the event this covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant.
- 2.15 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. § 1349a).
- 2.16 This Agreement and its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or non-exclusive use of Airport by the United States during the time of war or national emergency.

3. Subordination to Federal Agreements

This Agreement is issued by City subject and subordinate to all existing and future agreements between the City and the United States of America relative to the use, development, operation or maintenance of the Airport, and Contractor shall act in compliance therewith.

4. Modification for Granting Federal Funds

In the event that the FAA, TSA or other federal agency requires, as a condition precedent to granting of federal funds for the Airport, modifications or changes to this Agreement, Contractor agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain federal funds, provided that in no event shall such changes materially impair the rights of Contractor hereunder. A failure by Contractor to so consent shall constitute a breach of this Agreement.

5. City Provided Vehicles

Contractor shall use the City vehicles assigned by the Airport and equipped for use at the Airport in the performance of services at the Airport under this Agreement.

5.1 City will determine which vehicles are provided to Contractor for use under the Agreement and may, at any time, change the assigned vehicles.

5.2 City will provide routine maintenance and repairs and fuel for the vehicles.

5.3 Contractor shall be responsible for insurance as required by City's Risk Manager, and more fully described in **Exhibit D-1** to the Agreement. Contractor shall be responsible for the cost of all repairs to vehicles or replacement of vehicles which are damaged while in use, custody or control of Contractor, whether or not the damage is covered by Contractor's insurance.

5.4 Contractor is authorized to use the City vehicles on Airport property only, unless expressly approved by City.

EXHIBIT G
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section 3.2 of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage rate increase:	
----------------------------------	--

Pursuant to Exhibit C, Compensation, pricing shall remain fixed for the first three years of the Agreement. In subsequent option years of the Agreement, compensation increases may be considered, but not exceed 3% annually.

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

<p>CITY OF SAN JOSE a municipal corporation</p> <p>By _____ Name: Mark Giovannetti Title: Purchasing Officer Date:</p>



EXHIBIT H

SUPPLEMENTAL WORK ORDER FORM FOR JANITORIAL SERVICES

Date: _____

Pre-approval required before start of work: _____
(Project Manager Print Name)

Skilled Labor ≥ Prevailing Wage Record					
Date	Time: From/To	Hours	Hourly Pay Rate	Amount	DESCRIPTION OF WORK
Total Amount Due				\$	

Unskilled Labor ≥ Living Wage Record					
Date	Time: From/To	Hours	Hourly Pay Rate	Amount	DESCRIPTION OF WORK
Total amount due:				\$	

Supplies, Materials, & Heavy Duty Equipment

QTY	Description	Unit Price	Percent (%) Markup on Cost	Amount
			6%	
Total Supplies, Materials & Heavy Duty Equipment:			6%	\$

Total Skilled Labor	
Total Unskilled Labor	
Total Supplies, Materials & Heavy Duty Equipment	
Grand Total	\$

CITY PROJECT MANAGER SIGNATURE

GCA PROJECT MANAGER SIGNATURE