

## AGREEMENT BIBLIOGRAPHY

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|                       |  |
|-----------------------|--|
| Agreement With:       | ABM Services, Inc. dba<br>ABM Janitorial Services  |
| Agreement Type:       | Cleaning of park restrooms and other facilities    |
| Date Approved:        | 03 12 2013   |
| Start Date:           | 03 12 2013   |
| End Date:             | 03 11 2016 – Option to extend 2 years (03/11/2018) |
| Contract Amount:      | \$513,248  |
| Comments:             | Public Works                                       |
| Insurance Expiration: | 11 01 2013   |
| Date Archived:        |  |



## CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

Bruce A. Broadwater  
Mayor

Dina Nguyen  
Mayor Pro Tem

Steven R. Jones  
Council Member

Christopher V. Phan  
Council Member

Kris Beard  
Council Member

March 19, 2013

ABM Services, Inc.  
dba ABM Janitorial Services  
165 Technology Drive  
Irvine, CA 92618

Attention: Carey M. Doss, VP of Operations

Enclosed is a copy of an Agreement by and between the City of Garden Grove and ABM Services, Inc. dba ABM Janitorial Services to provide all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and other facilities.

This Agreement was approved by the City Council at their meeting held on March 12, 2013.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

By: Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 12<sup>th</sup> day of March, 2013 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **ABM Services, Inc. dba ABM Janitorial Services**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED March 12, 2013.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and other facilities at various locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three (3) year from full execution of the agreement, with an option to extend said agreement for an additional two (2) years, for a total performance period of five (5) years. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:

**AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) the amount of Five Hundred Thirteen Thousand Two Hundred Forty Eight Dollars (\$513,248.00), for the first three years, payable in arrears and in accordance with Cost Proposal, Attachment B. This (NTE) amount also includes \$25,000, per year, for Optional Services, per the rates set forth in Cost Proposal, Attachment C. All work shall be in accordance with RFP No. S-1107 and the Scope of Work,

Attachment A. Attachments A, B, and C are attached and are hereby incorporated by reference

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- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance *and provide a Waiver of Subrogation in favor of the City.*

For any hazardous materials or products, please provide MSDS sheets.

WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance *and provide Employers Liability in an amount not less than \$1,000,000.*

INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement *and maintain insurance coverage meeting the requirements herein. City reserves the right to modify these requirements, including but not limited to, limits based on the nature of the work, prior experience, insurer, coverage or other special circumstances.*

- (a) Commercial general liability *in an amount not less than \$1,000,000 per occurrence, including products liability; (**claims made and modified occurrence policies are not acceptable**)*; Insurance companies must be acceptable to CITY



and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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- (b) Automobile liability, *for all autos, in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable)*; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, *following form*, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing *products* and completed operations, including products liability, for the policy under section 4.16.6(a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees,

agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
ABM Services, Inc. dba ABM Janitorial Services  
Attention: Carey M. Doss, VP of Operations  
165 Technology Drive  
Irvine, CA 92618
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove                      Garden Grove City Attorney  
11222 Acacia Parkway                      11222 Acacia Parkway  
Garden Grove, CA 92840                      Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this

Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 3-14-13

**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
City Manager

**ATTESTED:**

  
City Clerk

Date: March 14, 2013

**"CONTRACTOR"**

**ABM Services, Inc. dba**  
**ABM Janitorial Services**

By: 

Name: James M. Altieri

Title: Regional Vice President

Date: 2/8/13

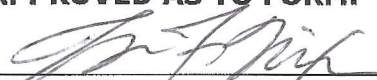
Tax ID No. 22-3640690

Contractor's License: 547702

Expiration Date: 11/30/13

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

2/11/13  
Date

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**ATTACHMENT "A"**

**SPECIFICATIONS/SCOPE OF WORK**

**PARK RESTROOM/FACILITY MAINTENANCE AT VARIOUS LOCATIONS  
IN THE CITY OF GARDEN GROVE**

**Park Restroom and Facility Maintenance**  
**RFP No. S-1107**  
**Scope of Services**

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**Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove. Some of the parks have more than one restroom building. The City is looking to secure a three-year contract with two optional one-year extensions at the sole option of the City.**

1. All park restrooms will be cleaned daily, including holidays: Monday through Friday prior to 9:00am. Saturdays, Sundays and holidays, restrooms will be cleaned prior to 9:00am.
2. Scrub and clean the water closets, urinals; sinks, doors, partitions, mirrors, walls, floors drinking fountains, and dispensers. The sinks at Garden Grove Park Picnic Pavilion shall be cleaned on a daily basis. Fixtures shall be free of stains and mineral deposits; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water.
3. The City shall supply water, disinfectant, and detergent used for cleaning. Walls and ceilings will be kept clean, free of cobwebs, dirt, graffiti, tape, and "spit-balls." Ace RX-44 with a 2 oz per gallon rate will be used. Urinal tabs will be provided by the City
4. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at each restroom facility. The City will supply all paper products
5. The Contractor shall provide all equipment and supplies (mops, hoses, and brushes) required to maintain the restroom in a clean and orderly manner.
6. Plugged toilets and sinks shall be repaired by the Contractor, if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Parks Supervisor or designated representative, and it shall be the responsibility of the City to correct the problem. Contact Buster Eurs at (714)-328-0403. Graffiti that cannot be removed shall be reported to the Facilities Division the next working day if on a weekend. Otherwise, all graffiti is to be immediately reported if it cannot be safely removed.
7. Offensive odors shall be eliminated immediately upon detection.
8. The Contractor shall report any type of vandalism to the Parks Supervisor or designated representative.
9. All trash containers will also be emptied and inspected daily. Trash containers will be emptied Monday through Sunday. Trash containers that are half full of

debris or containing foul odors will be emptied at that time. Additional trash containers will be added during peak times or as needed. All barbecues shall be emptied of ashes daily (Garden Grove, West Grove, and Eastgate Parks)> Surface trash on landscaped areas and hardscapes will be removed daily. Any broken glass in any play area will be raked and or swept up immediately. This also includes sand pits and curb areas.

10. **Restroom Hours-** Restrooms will be open and closed by the Contractor daily on the following schedule:

6:00-9:00am open & 5:30 - 8:30 pm closed **All City Sport and Park Restrooms will be cleaned and open no later than 9:00am and Closing will start at dusk depending on the season and park location.**

**The City of Garden Grove Holidays are as follows:**

January 1 (New Years Day)  
Third Monday in February (Presidents Day)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
Second Monday in November (Veterans Day)  
Fourth Thursday in November (Thanksgiving Day)  
Friday after Thanksgiving  
December 24 (Christmas Eve)  
December 25 (Christmas Day)

**NOTE:** The City is also closed from Christmas Day until after the New Years Day holiday. Days vary by the year and the Contractor will be notified annually of the days that the City is closed during this period.

**License Requirements**

The successful bidder shall obtain a City of Garden Grove Business License upon being awarded the contract.

**Emergency Numbers**

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City of Garden Grove with a list of local emergency telephone numbers where he/she can be contacted after normal working hours, weekends and holidays. This cannot be an answering service. Emergency calls shall be considered part of the park restroom maintenance and shall not be considered extra work. Response time to any site shall not exceed 60 minutes.

***Park Location Visits (prior to submitting a bid)***

Before submitting a proposal, it will be the responsibility of the bidder to visit each location, park restroom facility, play area or landscaped site, to determine the work to be done, as the mandatory site visit will not include all locations. **A map has been included in Appendix A of this document which provides the addresses for all 19 locations included in this bid.**



RFP NO. S-1107  
ATTACHMENT "B"  
COST PROPOSAL/BEST AND FINAL OFFER

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and other facilities at various locations in the City of Garden Grove.

All locations are to be bid separately and all locations must be included in your bid. Partial bids will not be accepted! The price shall include all provisions of the work as stated in the Scope of Services. Bid amounts must be entered for each year listed as an annual amount.

Failure to provide a bid amount for any line item will deem your bid as non-responsive and will result in disqualification without recourse. If there is no cost to the City for any line item, please put "NO CHARGE" for that line item.

| <u>ParkName</u>   | <u>Location</u> | <u>BidAmount</u>   |
|---|-----------------|--|
| 1. Garden Grove Park /Atlantis Play Center<br>9301 Westminster Avenue<br>(includes Gymnasium,<br>Dog Park ) |                 | Year 1 <u>\$13,452</u><br>Year 2 <u>\$13,855</u><br>Year 3 <u>\$14,271</u> |
| Front field restrooms and surface trash   |                 |  |
| 2. Chapman Sports Complex<br>7007 Chapman Avenue  |                 | Year 1 <u>\$7,974</u><br>Year 2 <u>\$8,213</u><br>Year 3 <u>\$8,460</u>    |
| Restroom #1 only in n/w corner and surface trash<br>at the tennis, basketball, hockey, and handball areas   |                 |  |
| 3. Eastgate Park<br>2001 St. Mark Street  |                 | Year 1 <u>\$7,974</u><br>Year 2 <u>\$8,213</u><br>Year 3 <u>\$8,460</u>    |
| Restrooms and surface trash   |                 |  |
| 4. Edgar School Park<br>12781 Topaz Street  |                 | Year 1 <u>4,688</u><br>Year 2 <u>\$4,828</u><br>Year 3 <u>\$4,973</u>      |
| No restroom only surface trash  |                 |  |

ATTACHMENT "B: Page 2 of 4  
COST PROPOSAL/BEST AND FINAL OFFER

|  |                        |
|--|------------------------|
| 5. Faylane Park<br>11700 Seacrest Drive  | Year 1 <u>\$7,974</u>  |
| Restrooms and surface trash  | Year 2 <u>\$8,213</u>  |
|  | Year 3 <u>\$8,460</u>  |
| 6. Gutosky Park<br>9201 Ferris Lane  | Year 1 <u>\$7,974</u>  |
| Restrooms and surface trash  | Year 2 <u>\$8,213</u>  |
|  | Year 3 <u>\$8,460</u>  |
| 7. Hare School Park<br>12012 Magnolia Street   | Year 1 <u>\$10,165</u> |
| Restrooms and Surface trash<br>(Includes Chapman Library 9182 Chapman Ave.<br>Restrooms and Surface trash) | Year 2 <u>\$10,470</u> |
|  | Year 3 <u>\$10,784</u> |
| 8. Jardin de los Ninos 12631 Keel Street   | Year 1 <u>\$4,688</u>  |
| No restrooms with trash pickup Saturday and<br>Sunday.   | Year 2 <u>\$4,828</u>  |
|  | Year 3 <u>\$4,973</u>  |
| 9. Magnolia Park<br>11402 Magnolia Street  | Year 1 <u>\$7,974</u>  |
| Outside restroom only and surface trash  | Year 2 <u>\$8,213</u>  |
|  | Year 3 <u>\$8,460</u>  |
| 10. Pioneer Park<br>12722 Chapman Avenue   | Year 1 <u>\$9,070</u>  |
| S/W restroom and surface trash   | Year 2 <u>\$9,342</u>  |
|  | Year 3 <u>\$9,622</u>  |

ATTACHMENT "B: Page 3 of 4  
COST PROPOSAL/BEST AND FINAL OFFER

|   |   |
|---|---|
| 11. Shelly Kensington Park<br>2602 Shelly Drive<br>No restrooms only surface trash  | Year 1 <u>\$4,688</u><br>Year 2 <u>\$4,828</u><br>Year 3 <u>\$4,973</u> |
| 12. Tibbs Circle Play Area<br>10671 Tibbs Circle<br><br>No restrooms only surface trash at play area  | Year 1 <u>\$4,688</u><br>Year 2 <u>\$4,828</u><br>Year 3 <u>\$4,973</u> |
| 13. Twin Lakes Freedom Park<br>12952 Lampson Avenue   | Year 1 <u>\$6,879</u><br>Year 2 <u>\$7,085</u><br>Year 3 <u>\$7,298</u> |
| 14. Village Green Park<br>12732 Main St.<br><br>Includes the restroom connected to the Courtyard<br>Center and Amphitheater as requested and surface<br>trash | Year 1 <u>\$9,070</u><br>Year 2 <u>\$9,342</u><br>Year 3 <u>\$9,622</u> |
| 15. West Grove Park<br>5372 Cerulean Avenue<br><br>Single outside restroom and surface trash  | Year 1 <u>\$9,070</u><br>Year 2 <u>\$9,342</u><br>Year 3 <u>\$9,622</u> |
| 16. West Grove Library<br>11962 Bailey Street<br><br>No restrooms, only surface trash   | Year 1 <u>\$4,688</u><br>Year 2 <u>\$4,828</u><br>Year 3 <u>\$4,973</u> |

ATTACHMENT "B: Page 4 of 4  
COST PROPOSAL/BEST AND FINAL OFFER

17. Westhaven Park  
12252 West Street

Year 1 \$9,070

Restrooms and surface trash

Year 2 \$9,342

Year 3 \$9,622

18. Woodbury Park  
13800 Rosita Place

Year 1 \$9,070

Restrooms and surface trash

Year 2 \$9,342

Year 3 \$9,622

19. Civic Center Complex  
11391 Acacia Parkway  
Main Library, CMC, Credit Union,  
Police Department,  
Fire Department, City Hall, Pond)

Year 1 \$2,633

Year 2 \$2,712

Year 3 \$2,794

Only surface trash

**"OPTIONAL" COSTS PROPOSAL  
BEST AND FINAL OFFER**

**1. Pressure washing services of park patio shelters**

|   |           |
|---|-----------|
| Eastgate Park   | \$ 80.00  |
| Edgar Park  | \$ 80.00  |
| Faylane Park  | \$ 80.00  |
| Garden Grove Park Picnic Pavilion                     | \$ 80.00  |
| Garden Grove Park Picnic Shelters (3) At Middle Field | \$ 240.00 |
| Gutosky Park  | \$ 80.00  |
| Faylane Park (2)                                      | \$ 160.00 |
| Magnolia Park   | \$ 80.00  |
| West Grove Park                                       | \$ 80.00  |
| Westhaven Park  | \$ 80.00  |

**2. Blow off the tennis courts and spot clean spills on the surface**

|                                   |          |
|-----------------------------------|----------|
| Chapman Sports Complex (6 courts) | \$ 60.00 |
| Magnolia Park (2 courts)          | \$ 40.00 |

**3. Pressure wash handball courts**

|                                   |           |
|-----------------------------------|-----------|
| Chapman Sports Complex (6 courts) | \$ 240.00 |
| Magnolia Park (1 court)           | \$ 60.00  |

**4. Rake sand pits at playground areas**

|                                |          |
|--------------------------------|----------|
| Atlantis Park                  | \$ 40.00 |
| Edgar Park                     | \$ 40.00 |
| Garden Grove Park Middle Field | \$ 40.00 |
| Twin Lakes Park                | \$ 40.00 |
| West Grove Park                | \$ 40.00 |
| Westhaven Park                 | \$ 40.00 |

**"OPTIONAL" COSTS PROPOSAL  
BEST AND FINAL OFFER**

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5. Provide additional services as requested by the City on a time and material cost.

Labor per hour \$ 16.00 \_\_\_\_\_

Materials \$ No Charge \_\_\_\_\_

The above items listed in Attachment "C" Optional Costs will not be used to determinethelowestresponsiblebidder. At it's sole discretion, the City may elect to include the above items in Option C as part of the contract.





AB679877

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                 |
|---|--|---------------------------------|
| <b>PRODUCER</b><br>Commercial Lines - (415) 541-7900<br>Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408<br>45 Fremont Street, Suite 800<br>San Francisco, CA 94105-2259 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> ACE American Insurance Company<br><b>INSURER B:</b> ACE Property & Casualty Ins. Co.<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>22667<br>20699 |
|---|--|---------------------------------|

**COVERAGES****CERTIFICATE NUMBER:** 5712851**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$1,000,000 SIR<br><input checked="" type="checkbox"/> XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | XSLG27013235   | 11/01/2012              | 11/01/2013              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | ISAH08711756   | 11/01/2012              | 11/01/2013              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 25,000   |           |          | XOOG27049047   | 11/01/2012              | 11/01/2013              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | WCUC47124190<br>CA - \$1,000,000 SIR<br>OH WA OR IL MI - \$500,000 S | 11/01/2012              | 11/01/2013              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Janitorial services. 11222 Acacia Parkway, Garden Grove, CA 92840.  
City of Garden Grove, its officers, officials, employees, agents and volunteers are included as additional insured under general liability and automobile liability (umbrella follows form) as required by written contract. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, auto liability, workers' compensation and umbrella policies. If required by the written contract or agreement with said additional insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said additional insureds shall be excess to and non-contributing to this insurance. Waiver of subrogation applies in favor of additional insured as respects general liability, automobile liability and workers' compensation, as required by written contract.

**CERTIFICATE HOLDER**

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reviewed and approved as to insurance language

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ACORD 25 (2010/05)

(This certificate replaces certificate# 5712845 issued on 3/7/2013)

Risk Management

  
3-7-13

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

|   |                            |   |                               |
|---|----------------------------|---|-------------------------------|
| Named Insured<br>ABM Industries Incorporated                            |                            |   | Endorsement Number<br>6       |
| Policy Symbol<br>XSL  | Policy Number<br>G27013235 | Policy Period<br>11/01/2012 to 11/01/2013 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company |                            |   |                               |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

## SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations |
|--|-----------------------------------|
| <p>City of Garden Grove<br/>11222 Acacia Parkway<br/>Garden Grove, CA 92840</p> <p>Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract required CG2010 equivalent and it was effective prior to the date of loss.</p> | <p>Various Locations</p>          |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>  |                                   |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. The portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Authorized Agent

ADDITIONAL INSURED -- OWNERS, LESSEES OR  
CONTRACTORS -- COMPLETED OPERATIONS

|  |                                   |  |                                |
|--|-----------------------------------|--|--------------------------------|
| Named Insured<br><b>ABM Industries Incorporated</b>                            |                                   |  | Endorsement Number<br><b>5</b> |
| Policy Symbol<br><b>XSL</b>  | Policy Number<br><b>G27013235</b> | Policy Period<br><b>11/01/2012 to 11/01/2013</b> | Effective Date of Endorsement  |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                   |  |                                |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

## SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location And Description Of Completed Operations |
|---|--|
| <p>City of Garden Grove<br/>11222 Acacia Parkway<br/>Garden Grove, CA 92840</p>   | <p>Various Locations</p>                         |
| <p>Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract required a CG2037 equivalent and was effective prior to the date of loss.</p> |  |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>   |  |

**Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Authorized Agent

Reviewed and approved as to insurance language  
and/or requirements

and/or requirements.

Heidi M. Jary  
3-7-13 Risk Management

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

|   |                            |   |                               |
|---|----------------------------|---|-------------------------------|
| Named Insured<br>ABM Industries Incorporated                            |                            |   | Endorsement Number<br>1       |
| Policy Symbol<br>XSL  | Policy Number<br>G27013235 | Policy Period<br>11/01/2012 to 11/01/2013 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company |                            |   |                               |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE

ScheduleOrganizationAdditional Insured Endorsement


City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

Any additional insured with whom you have agreed to provide such primary and non-contributory insurance, pursuant to and as required under a written contract effective prior to the date of loss.

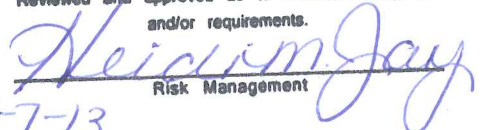
(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title.)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and we will not seek contribution from the other insurance available to the Additional Insured. Your "retention amount" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

  
Authorized Agent

Reviewed and approved as to insurance language  
and/or requirements.

  
Risk Management  
3-7-13

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

|  |                                     |  |                                |
|--|-------------------------------------|--|--------------------------------|
| Named Insured <b>ABM Industries Incorporated</b>                               |                                     |  | Endorsement Number<br><b>3</b> |
| Policy Symbol<br><b>XSL</b>  | Policy Number<br><b>G27013235</b> ✓ | Policy Period<br><b>11/01/2012 to 11/01/2013</b> | Effective Date of Endorsement  |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                     |  |                                |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE**

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Agent



Zimbra

heidij@ci.garden-grove.ca.us

**ABM Services Certificate**

**From :** Allison Head <Allison.Head@abm.com>  
**Subject :** ABM Services Certificate  
**To :** 'Heidi Janz' (heidij@ci.garden-grove.ca.us)  
<heidij@ci.garden-grove.ca.us>  
**Cc :** Maureen Cano <Maureen.Cano@abm.com>

Thu, Mar 07, 2013 12:02 PM

1 attachment

Heidi –

Per our conversation earlier, please see the attached certificate for ABM Services, Inc.

Regarding the primary & non-contributory endorsement for the GL, because it is a blanket endorsement, and all of our additional insured endorsements are blanket endorsements, we don't state a specific endorsement number on that form because it attaches/responds to all of them. We can if absolutely necessary, but that has to be processed by the carrier, so it will take some time to get back to you.

Also, ABM is self-insured for the first \$1M of all General Liability claims, but we do issue certificates evidencing our policy coverage instead of SIR letters to our clients. If you need something that confirms our financial ability to pay these retentions, I can get that requested, but again, it won't be back to you today.

Please review this information and let me know if you have any additional questions or need any additional information.

Thanks,

**Allison J. Head**  
Assistant Manager – Surety  
Risk Management Department

**ABM**  
1775 The Exchange SE, Suite 600, Atlanta, GA 30339  
770.850.3515 (Office)  
678.749.4625 (Cell)  
877.656.8629 (eFax)  
375515 (VOIP)  
[allison.head@abm.com](mailto:allison.head@abm.com) | [www.abm.com](http://www.abm.com)

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**Garden Grove.pdf**

3 MB

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

|  |                                   |  |                                |
|--|-----------------------------------|--|--------------------------------|
| Named Insured<br><b>ABM Industries Incorporated</b>                            |                                   |  | Endorsement Number<br><b>2</b> |
| Policy Symbol<br><b>ISA</b>  | Policy Number<br><b>H08711756</b> | Policy Period<br><b>11/01/2012 to 11/01/2013</b> | Effective Date of Endorsement  |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                   |  |                                |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**


**BUSINESS AUTO POLICY  
TRUCKERS POLICY  
GARAGE POLICY**

Additional Insured (s): As required by written contract

A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your employees or agents.
3. Any person operating a covered "auto" with permission from You, any of your employees or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

  
Authorized Agent

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

|  |                                     |  |                                |
|--|-------------------------------------|--|--------------------------------|
| Named Insured<br><b>ABM Industries Incorporated</b>                            |                                     |  | Endorsement Number<br><b>1</b> |
| Policy Symbol<br><b>ISA</b>  | Policy Number<br><b>H08711756</b> ✓ | Policy Period<br><b>11/01/2012 to 11/01/2013</b> | Effective Date of Endorsement  |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                     |  |                                |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM  
GARAGE COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a "covered auto". The waiver applies only to the person or organization shown in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

  
Authorized Agent



## RECOVERY FROM OTHERS

|  |                                     |  |                                |
|--|-------------------------------------|--|--------------------------------|
| Named Insured<br><b>ABM Industries Incorporated</b>                            |                                     |  | Endorsement Number<br><b>2</b> |
| Policy Symbol<br><b>WCU</b>  | Policy Number<br><b>C47124190</b> ✓ | Policy Period<br><b>11/01/2012 to 11/01/2013</b> | Effective Date of Endorsement  |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                     |  |                                |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Specific Excess Workers Compensation and Employer's Liability Policy**

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

Reviewed and approved as to insurance language  
and/or requirements.

*Heidi M. Jay*  
Risk Management

3-7-13

AGREEMENT WITH ABM SERVICES, INC. TO PROVIDE JANITORIAL SERVICES  
(F: 55-ABM Services, Inc.)

---

Staff report dated March 12, 2013, was introduced and reviewed by staff.

It was moved by Council Member Beard, seconded by Council Member Nguyen, and carried by unanimous vote that the Agreement by and between the City of Garden Grove and ABM Services, Inc. dba ABM Janitorial Services to provide park cleaning services, in the amount of \$438,248, with an additional \$25,000 for unforeseen maintenance issues, for a total of \$513,248 for the first three years, with an option to renew the contract for an additional two years, be and hereby is approved; and the City Manager is authorized to execute the agreement on behalf of the City, and to make minor modifications as appropriate thereto.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal

From: William E. Murray

Dept: City Manager

Dept: Public Works

Subject: AGREEMENT WITH  
ABM SERVICES, INC. DBA ABM  
JANITORIAL SERVICES

Date: March 12, 2013

**OBJECTIVE**

To obtain City Council approval of the Agreement with ABM Services, Inc. dba ABM Janitorial Services to provide park cleaning services.

**BACKGROUND/DISCUSSION**

On November 7, 2012, staff developed a set of specifications and proceeded with a Request for Proposals (RFP) for park cleaning services. On November 21, 2012, a mandatory pre-bid meeting was held with ten companies in attendance. Following the pre-bid meeting seven proposals were received. These proposals were reviewed and the results of the RFP scores are as follows:

| <b>COMPANY NAME</b>                                       | <b>TOTAL<br/>AMOUNT FOR<br/>THREE YEARS</b> | <b>INITIAL SSC<br/>SCORES<br/>01/15/13</b> | <b>FINAL SSC<br/>SCORES<br/>01/23/13</b> |
|---|---|--|--|
| <b>ABM Services, Inc. dba ABM<br/>Janitorial Services</b> | <b>\$438,248.00</b>                         | <b>3430</b>                                | <b>3572</b>                              |
| Xanadu Service System                                     | \$369,840.00                                | 2560                                       | 2560                                     |
| Santa Fe Building Maintenance                             | \$446,954.70                                | 2118                                       | 2134                                     |
| Merchants Building Maintenance                            | \$1,258,818.00                              | 1960                                       | 1972                                     |
| S.C. Yamamoto   | \$593,980.00                                | 1472                                       | 1416                                     |
| Zest Enterprises  | \$874,557.31                                | 1062                                       | 1126                                     |
| Team One Management                                       | Eliminated                                  | Non -                                      | Responsive                               |

Upon the initial review of the proposals, a request for the Best and Final offer was requested from all seven companies. On January 16, 2013, Best and Final offers were received, with the Team One Management offer being deemed non-responsive. ABM Services was determined to be the highest scored proposal.

AGREEMENT WITH ABM SERVICES, INC. DBA  
ABM JANITORIAL SERVICES

March 12, 2013  
Page 2

FINANCIAL IMPACT

The cost for the park cleaning services contract with ABM Services dba ABM Janitorial Services is \$438,248.00 for a three-year contract. Funds are available in the adopted budget.

RECOMMENDATION

It is recommended that City Council:

- Award a three year Contract to ABM Services dba ABM Janitorial Services, in the amount of \$438,248, with an option to renew the contract for an additional two years, with an additional \$25,000 for unforeseen maintenance issues, for a total of \$513,248 for the first three years; and
- Authorize the City Manager to execute contract on behalf of the City, and to make minor modifications as appropriate thereto.



WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer



By: Ron Meislahn  
Facilities Manager

Attachment: Contract

**Recommended for Approval**



**Matthew Fertil**  
City Manager