

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of December, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **AIM TO PLEASE JANITORIAL SERVICES, INC.**, a (California corporation, whose address is **1485 BAYSHORE BLVD, SAN FRANCISCO, CA 94124** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: for Business District Cleaning and Maintenance (Park Street, Webster Street and Marina Village). City staff issued an RFP on September 12, 2025 and after a submittal period of 14 days received timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Wherea, the City Council authorized the City Manager to execute this agreement on December 2, 2025.
- E. The City and Provider desire to enter into an agreement for Business District Cleaning and Maintenance (Park Street, Webster Street and Marina Village), upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 4th day of December 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Compensation for work done under this Agreement, shall not exceed as follows:

December 1, 2025 - June 30, 2026	total compensation shall not exceed	\$ 218,038.37
FY 26-27	total compensation shall not exceed	\$ 381,255.67
FY 27-28	total compensation shall not exceed	\$ 388,880.78
FY 28-29	total compensation shall not exceed	\$ 396,658.40
FY 29-30	total compensation shall not exceed	\$ 404,591.56

Total five-year compensation shall not exceed \$1,789,424.78, including a ten percent contingency.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. **TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider.

Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
 Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square
Alameda, CA 94501
ATTENTION: Emily Antenen, Management Analyst
Ph: (510) 747-7934 / Email: eamenen@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Aim to Please, Janitorial Services, Inc.
1485 Bayshore Blvd, Box 129
San Francisco, CA 94124
ATTENTION: Leo Steward, Director of Operations
Ph: (415) 468-5500 / Email: leo.stewart@aimtopleasejanitorial.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Assistant
Ph: (510) [747-7932] / Email: jnavarro@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms “claim”, “contractor”, “public works project” and “subcontractor” shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that
f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

31. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

32. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

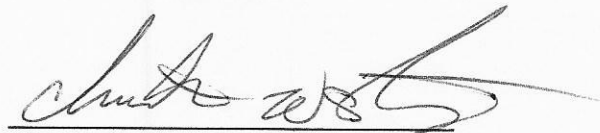
33. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

AIM TO PLEASE JANITORIAL SERVICES, INC.
a California corporation



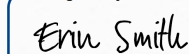
Christopher L. Washington
President / Owner

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian

Assistant City Attorney

Scope of Work

The following scope of services is intended to provide the City with complete and optimal Janitorial Services within its business districts. Services shall include all labor, parts, components and materials. Service Provider shall follow all Industry-recognized Standard Practices for janitorial services, graffiti removal and pressure washing. Provider shall maintain public infrastructure in good condition in a fashion that maximizes safety and cleanliness.

Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workperson manner, conforming to best industry practices.

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the facility/property site.

Service Provider shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials.

Contractor will be responsible for directly liaising City's Contract Manager during City office hours (7:30am-5pm Monday-Thursday), and for following other procedures (to be agreed, specified and documented) outside of these hours.

Contractor will maintain an attractive, clean appearance of the City's public right-of-way, including sidewalks, public litter cans and other elements of this infrastructure. The maintenance should meet high quality standards, focus on results and be performed competently and expeditiously.

Contractor will exhibit exemplary customer service by being visible, courteous, and responsive to the area's visitors, residents, tenants and owners.

Zone	Days Service Per Week	Monthly Cost
Park Street	7	\$12,482.60
Webster Street	5	\$6,273.84
Marina Village	7	\$9,560.23

Scope of Work for Park Steet

Geography

Park Street, including:

- Park Street from Blanding Ave to San Jose Avenue
- Blanding Avenue from Oak Street to Park Street (North side only)
- Lincoln Avenue from Oak Street to Everett Street
- Webb Street from Park Street to Everett Street
- Santa Clara Avenue from Oak Street to Broadway
- Central Avenue from Oak Street to Broadway
- Alameda Avenue from Park Street to Oak Street
- Encinal Avenue from Oak Street to Park Avenue
- Park Avenue from Santa Clara Avenue to Central Avenue
- Everett Street from Santa Clara Avenue to Central Avenue

(See below map)

Service Delivery

1. Service will be provided daily (seven days per week) in the Park Street Business District between the hours of 7am and 9pm to ensure staff are visible and present to visitors and association members.
2. Contractor staff to wear vests with City logo to help visitors and association members identify.
3. Contractor will respond to any request for additional service within the same day as often as possible. Service level expectation to be established upon award of agreement.
4. Contractor will provide timely and effective responses to service requests from City's contract manager, whether these requests are made by phone, email or the City's service request software, currently SeeClickFix.
5. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
6. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can is repeatedly overfilled by bar patrons on Thursday overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor will notify City contract manager of the need for an additional public litter can closer to the bar.)
7. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
8. Contractor may only use electric leaf blowers.
9. Contractor cannot use leaf blowers prior to 7am.

Daily Activities

Litter and Cans Maintenance

1. Removal of litter and trash from sidewalks and street furniture, including recycling and disposal at proper facilities.
2. Maintenance of public litter cans, including: standalone/automated public litter containers (currently serviced by the City's franchise waste hauler, Alameda County Industries) as well as the 3-stream recycling/organic/litter containers. Maintenance included wiping down and removing residual litter/grime from tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This ensures a clean and orderly appearance of the litter can and surrounding area.
3. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.
4. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Report any issues with waste hauler and servicing of litter containers to City staff.
5. ACI service standalone containers on scheduled days of service, typically Monday, Wednesday and Friday, to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City Contract Manager after regular route service has taken place.
6. Shopping cart removal and return.
7. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.

Biohazards

1. Removal and proper disposal when necessary, of biohazards (needles, vomit, human waste etc.) from areas of public property.
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City contract manager or follow out of hours protocol to be determined upon award of contract.

Graffiti

1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc., repainting of the surface may be required to an area to be determined by City Contract Manager.
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.

Landscaping

1. Monitor landscaping (performed by separate contractor) and report any problems to City staff.
2. Remove weeds from sidewalk, tree wells and other areas as needed.

Misc

1. If the contractor encounters unhoused individuals in need of assistance, the contractor will use the City's SeeClickFix program to alert the City's Homeless Engagement Team and report action taken to City Contract Manager.

Weekly Activities**Litter and Cans Maintenance**

1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.
2. Clean corners, steps and drains, not accessible by street sweepers, at amenity plazas and bus stops.
3. Sweep bus stops, wipe down street furniture and news racks.
4. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.
5. Sidewalk washing as detailed below.

Monthly Activities

1. Contractor will meet with City Contract Manager.
2. Sidewalk washing as detailed below.

As Directed

1. Provide monthly reports as requested by City Representatives
2. Work with City Contract Manager to accommodate service adjustments as needed.

Sidewalk Washing

The City is requesting proposals that align with a regular, rotating program of spot washing, monthly cleaning and quarterly deep cleaning to ensure a high standard of cleanliness is achieved and maintained throughout the year.

Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.

1. Weekly spot washing: This weekly service is intended to remove recent spills that have accumulated over the week, such as ice cream and coffee. Pressure washing is not necessarily required to remove these spills.
2. Monthly: District-wide, phased washing of all sidewalk is intended to act as a bridge between the weekly spot washing and the more intensive, quarterly deep clean, and is intended to remove a level of dirt, grime and gum before it becomes

ingrained. The monthly clean should include bus shelters in the targeted area, including benches, windows and trash cans, as well as three-stream units and City trash cans. Please specify how in your proposal the approach to be utilized. A suggested schedule could be as follows:

- January: Park Street, Blanding Avenue block
- February Park Street, Clement Avenue block
- March: Park Street, Eagle Avenue block
- April: Park Street, Buena Vista Avenue block
- May: Park Street, Lincoln Avenue block
- June: Park Street, Santa Clara Avenue block
- July: Park Street, Central Avenue block
- August: Park Street, Alameda Avenue to Encinal Avenue block
- September: Park Street, Encinal Avenue to San Jose Avenue block
- October: Santa Clara Avenue, Oak Street to Broadway
- November: Central Avenue, Oak Street to Broadway
- December: Holiday spot wash as directed by City Contract Manager

3. Quarterly district-wide sidewalk wash, four times per year at a time to be agreed in advance. This service should include high volume pressure washing to achieve the highest level of clean possible and include all sidewalks within the district boundaries, bus shelters, and three-streams and City trash cans. Please specify how in your proposal the approach to be utilized, including equipment, materials and techniques, as well as how run off into the municipal storm drain system will be prevented.

4. Contractor will provide scheduled night/s per month to conduct this work overnight (between hours of 10pm and 5am) and will provide one week's notice to City Contract Manager of any changes to schedule, in order to enable impacted residents and businesses to be noticed in advance.

5. Contractor to provide "before and after" photographs of sidewalk washing work.



Scope of Work for Webster Street

Geography

The eight-block length of Webster Street from Central Avenue to Ralph Appezzato Memorial Parkway and side streets as far as the parking meters extend or back 100 feet, whichever is less.

(See below map.)

Service delivery

1. Service will be provided Monday, Wednesday, Thursday, Friday, and Saturday (five days per week) in the Webster Street Business District, between the hours of 7am and 9pm to ensure staff are visible and present to visitors and association members.
2. After the first 90 days, the five day per week approach will be reviewed to ensure most impactful service days have been selected and evaluate whether five day per week service is sufficient or if amendments are necessary.
3. Contractor staff to wear vests with City logo to help visitors and association members identify.
4. Any requests for additional service will be responded to within the same-day as often as possible. Service level expectations to be established upon award of agreement.
5. Contractor will provide timely and effective responses to service requests whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.
6. Contractor will leave each part of the service area in an attractive, orderly, and clean condition.
7. Contractor will proactively prepare for occurrences in non-service hours that might lead to an unclean, unattractive area. (For example, if a public litter can repeatedly is overfilled by bar patrons on Thursdays overnight, the contractor might ensure that the can is completely empty by the end of day Wednesday. If this can continues to be overfilled, the contractor will notify City contract manager of the need for an additional public litter can closer to the bar.)
8. Contractor will perform all related duties in an efficient, competent, expeditious, and courteous manner.
9. Only electric leaf blowers are permitted.
10. Contractor cannot use leaf blower prior to 7am.

Each Service Day activities

Litter and Cans Maintenance

1. General litter and trash removal from sidewalks and street furniture including recycling and disposal at proper facilities.
2. Removal of any waste disposed of on top of City waste cans and three-stream

- units. Monitor, document and remove any recurring bags promptly.
3. Proper maintenance of public litter cans including: standalone/automated public litter containers (currently serviced by the City's franchise waste hauler, Alameda County Industries) as well as the 3-stream recycling/organic/litter containers, tops and sides, space between litter can and internal liner, and any material that may surround a litter can. This assures a clean and orderly appearance of the litter can and surrounding area.
 4. Empty and remove total waste from three-stream landfill, recycling and organics units and transportation of waste material from three-streams to dumpsters at a location in the center of Alameda.
 5. Monitor public litter cans and remove excess waste from litter cans to prevent overflowing. Monitor waste hauler to ensure high level of service.
 6. The City's waste hauler (Alameda County Industries) services those containers on scheduled days of service, typically Monday, Wednesday and Friday. Contractor to monitor to ensure that no material from the container spilled over in the process of servicing the container. Where violations occur, report to City staff after regular route service has taken place.
 7. Shopping cart removal and return.
 8. Report issues of large-scale illegal dumping to City Contract Manager to arrange removal.

Biohazards

1. Removal of biohazards (needles, vomit, human waste etc.) from public areas.
2. If human waste is found on public property and the contractor requires assistance with removal from the City's Sanitary Sewer Maintenance staff, contractor will report issue and location to City Contract Manager or follow out of hours protocol to be determined upon award of contract.

Graffiti

1. Remove graffiti from public property including public litter and recycling containers and email City staff "before" and "after" photographs. Report graffiti of private property via SeeClickFix. City Contract Manager to approve standard of graffiti removal and confirm completion. Where complete removal is not possible by pressure washing etc, repainting of the surface may be required to an area to be determined by City Contract Manager.
2. All illegal signage (stickers, flyers, slap tags, posters, etc.) removed within 24 hours of discovery or report.

Landscaping

1. Monitor landscaping (performed by a separate contractor) and report any problems to City staff.
2. Remove weeds from sidewalk, tree wells and other areas, as needed.

Misc

1. If the contractor encounters unhoused individuals in need of assistance, the contractor will use the City's SeeClickFix program to alert the City's Homeless Engagement Team and report action taken to City Contract Manager.

Weekly activities

Litter and Cans Maintenance

1. Contractor to monitor recycling and organics hot spots and report high traffic areas to City staff.
2. Clean corners, steps and drains, not accessible by street sweepers, at amenity plazas and bus stops.
3. Sweep bus stops, wipe down street furniture and news racks.
4. Sweep parking lot and remove litter at the parking lot on Central Ave located across from the Alameda Theatre & Cineplex and Parking Lot located at 2308 Encinal Ave.
5. Sidewalk washing as detailed below.

Monthly:

1. Contractor to meet with City Contract Manager monthly.

As directed:

1. Work with City Contract Manager and District Association to accommodate service adjustments as needed.
2. Provide site updates as requested by City Contract Manager.

Sidewalk Washing

The City is requesting the following monthly and annual scheduled services to ensure each area of sidewalk receives a regular monthly spot washing to prevent the accumulation and ingraining of dirt, grime and gum, and a whole district wide deep clean on an annual basis. As part of the pricing sheet, Proposer should specify the techniques, materials and equipment you propose to utilize to ensure the highest standard of clean possible as part of the completion of the project pricing sheet.

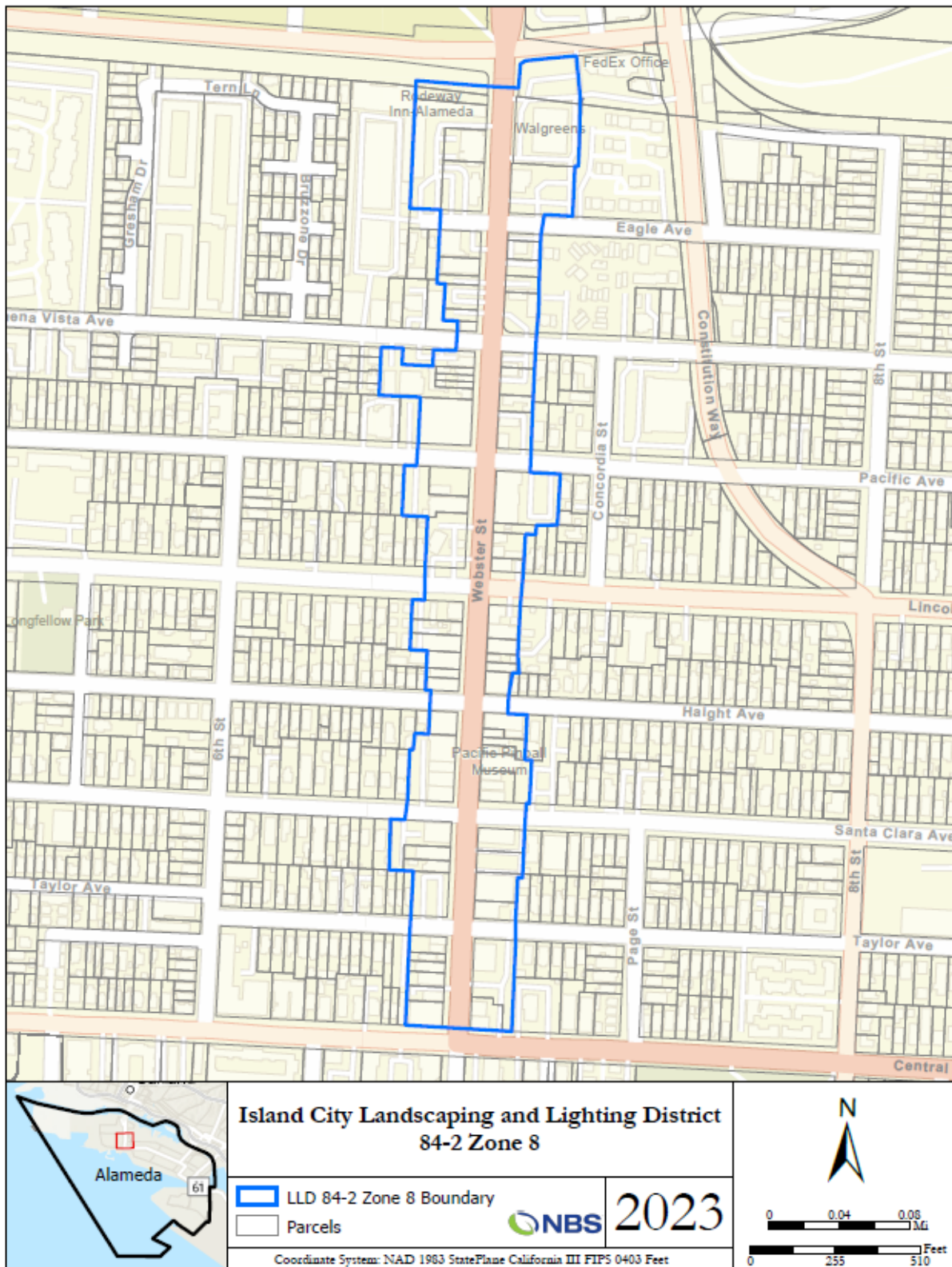
Please provide a proposed alternative approach if you do not believe the outlined approach is optimal.

Monthly Activities

1. Monthly washing of sections of district on rotation to be confirmed by City Contract Manager.
2. Monthly pressure washing of all three stream facades and footprints
3. Monthly pressure washing of the sidewalk at Lincoln Avenue and Webster St (southwest corner) to remove pigeon guano.

Annual Activities

1. District wide sidewalk Pressure washing to occur in the month of November, to be completed before Thanksgiving.



Scope of Work for Marina Village

Geography

See below map.

Service Delivery

1. Service will be provided daily (seven days per week) for the public restrooms, and daily (as detailed below) for the public litter cans, public path and sidewalks, and public boardwalk.
2. Contractor is to leave service areas in a clean manner at the end of each workday. All parts of the work area shall be left in a neat and presentable condition.
3. Contractor will provide timely and effective responses to service requests by City's Contract Manager whether these requests are made by phone, email, or the City's customer feedback system, currently SeeClickFix.
4. Contractor is also expected to perform all related duties in a manner which is efficient, competent, expeditious, and courteous.
5. Only electric leaf blowers are allowed.
6. Contractor cannot use leaf blower prior to 7am.

Daily Services for the Public Restrooms

1. Clean the public restrooms located at 1030 Marina Village Parkway, once each day.
2. Restock all restrooms with supplies from stock including paper towels, toilet tissue, seat covers, and hand soap as required.
3. Restock all sanitary napkin and tampon dispensers from stock, as required.
4. Wash and polish all mirrors, dispensers, faucets, flush-o-meters, and bright work with non-scratch disinfectant cleaners.
5. Wash and sanitize all wash basins, counter tops, toilet bowls, toilet seats, urinals, and sinks as required. Disinfect underside and tops of toilet seats.
6. Remove stains, de-scale toilets, urinals, and sinks as required.
7. Mop all restroom floors with disinfectant germicidal solution. Remove gum, tar, and other foreign substances from floor surfaces.
8. Empty and sanitize all waste and sanitary napkin and tampon receptacles.
9. Remove all restroom trash from building.
10. Spot clean fingerprints, marks and graffiti from tile wall, partitions, glass, and light switches as required.
11. Report all fixtures not working properly to City.
12. Replace bulbs when an existing bulb fails.
13. Report all damaged areas in restroom, e.g. walls, door locks, hinges.
14. Ensure the restrooms are locked from 7:00pm to 7:00am. The restrooms are set on a time clock from 7:00 pm to 7:00am. The time clock is located

in the janitorial closet at 1030 Marina Village Parkway.

Monthly Services for the Public Restrooms

1. Dust all low reach areas and high reach areas including, but not limited to, structural ledges, mirror tops, partition tops and edges, air conditioning diffuses, and return air grille.
2. Add fluid to floor drains.
3. Wipe down all tile walls and metal partitions. Partitions shall be left in an un-streaked condition after this work.
4. Clean all ventilation grills
5. Dust all doors and doorjamb.

As Directed Work for the Public Restrooms

Incidental maintenance and repair/replacement of dryers, dispensers, seats and lighting. Incidental repairs or replacements must be pre-approved by City.

Daily activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from five public litter cans around Waterfront Deli (1070 Marina Village Parkway #115) daily, Monday-Friday. These cans are served more frequently than the rest of the public litter cans on the public path because material is deposited in them more frequently.
2. General litter and trash removal from pathways and public litter can areas surrounding Waterfront Deli including recycling and disposal at proper facilities.¹
3. Ensure public litter cans never overflow.
4. Replace any burnt out sidewalk lights along pathway and lighting up the sculpture.
5. Remove graffiti from public property and email City staff “before” and “after” photographs.

Weekly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Remove trash from the remaining nineteen cans along the public path and public boardwalk at least once per week, unless otherwise necessary to ensure cans are not overflowing.
2. General litter and trash removal from pathways and public litter can areas, including recycling and disposal at proper facilities.
3. Check and restock Mutt Mitt containers along path and boardwalk to ensure they are supplied and functional.
4. Mutt Mitt dispensers are located at the ends of the shoreline park – one at each end,

¹ Trash to be disposed of in shared container located at rear of shipways. No additional pick-ups will be performed without written authorization and additional fees.

two total. Each dispenser houses three packs of Mutt Mitts, and extras will be stored in the utility room located on the first floor of 1030 Marina Village Parkway between the public restrooms. Public Works provides the keys for the utility room and dispensers.

Monthly activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

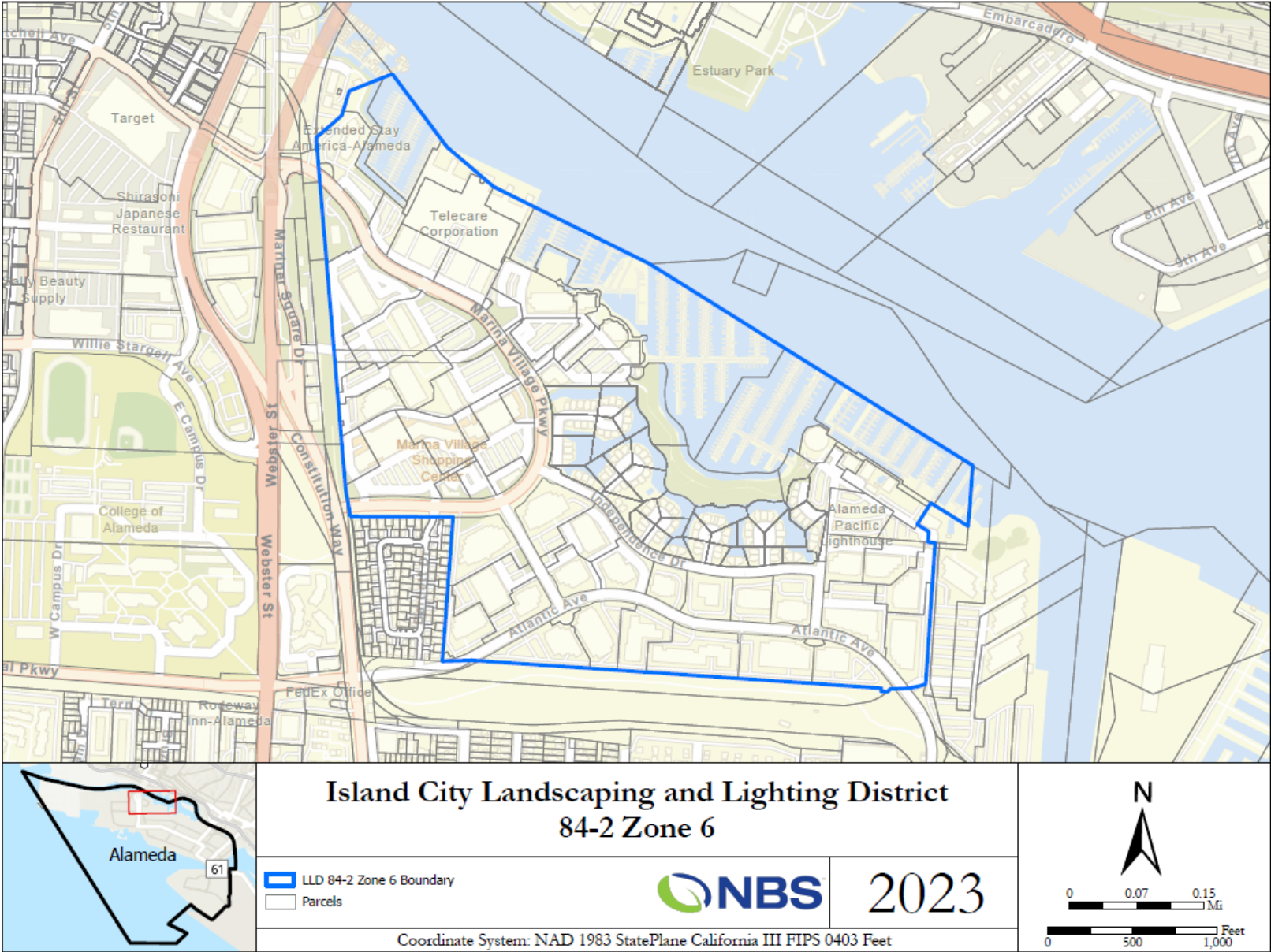
1. Dust sidewalk lights along pathway for visible cobwebs.
2. Spot power washing to ensure public litter cans, path, railings, benches, tables, and fixtures remain free of dirt, grime, and bird droppings.
3. Inspect public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage on a monthly basis and report any safety hazards, equipment malfunction, or required maintenance.
4. Inspect, notify City of major repairs, and do a-needed minor repairs repair of sidewalks, boardwalk, path, benches, tables, planter boxes, and public park equipment.
5. Perform minor repairs to correct hazards, malfunction, or maintenance on public litter cans, public path, public boardwalk, public park equipment, planter boxes, and signage.
6. Contractor will meet with City Contract Manager monthly.

Annual activities for Public Litter Cans, Public Path and Sidewalks, and Public Boardwalk

1. Power washing to ensure art sculpture remains free of dirt, grime, and bird droppings.

As directed activities for Public Litter Cans, Public Path and Sidewalk, and Public Boardwalk

1. Incidental maintenance and repairs as directed by the City'sContract Manager. Incidental repairs or replacements must be pre-approved by City.
2. Periodic cleaning and as-needed minor repair and/or repainting of railings, benches, tables, planter boxes, and public park equipment.



Changes to Scope of Work

From time to time, it may be necessary to make practical adjustments to the scope of work outlined in this Agreement. Reasons for adjustment may include, but are not limited to:

- Changes to governing regulations (e.g. drought restrictions on the use of potable water for sidewalk washing)
- Addition or removal of elements of infrastructure
- City business needs
- Business Association needs

The process for making any adjustment to the scope of work is outlined below.

1. Need for change identified by the City, relevant Business Association or Contractor.
2. Proposed changes to scope of work submitted in writing, by email, to the City's Contract Manager.
3. City's Contract Manager to review change requests within one working week, and work with Business Association and Contractor to agree change to scope of work within two working weeks.
4. City's Contract Manager to document agreed changes to the scope of work, including line items added, removed, paused, and any changes to costings, effective date, expiry date and/or date of review.
5. Changes will be sent to all parties (City Contract Manager, Business Association and Contractor) for electronic signature. Adjustments are considered adopted upon the completion of all 3 signatures.
6. City's Contract Manager to share a final copy of the adopted adjustments with all parties by email and to keep a reference copy on file.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2025

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Walnut Creek AMS Team PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: WalnutCreekAMS@heffins.com														
INSURED ATP Janitorial Services, Inc. Aim to Please Janitorial Service, Inc. 1485 Bayshore Blvd. #129 San Francisco, CA 94124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Mt. Hawley Insurance Company</td> <td>37974</td> </tr> <tr> <td>INSURER B : Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER C : Service American Indemnity Company</td> <td>39152</td> </tr> <tr> <td>INSURER D : Middlesex Insurance Company</td> <td>23434</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mt. Hawley Insurance Company	37974	INSURER B : Lloyd's of London		INSURER C : Service American Indemnity Company	39152	INSURER D : Middlesex Insurance Company	23434	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1745995597**REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER: ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		A0273447004	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		A0273447001	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$ ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			A0273447005	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	SATIS0588101	10/15/2025	10/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Pollution Liability Sexual Molestation Employee Theft of Clients Prop.			EGL0012424 B0621PAIMT000225 A0273447003	11/22/2024 6/12/2025 2/8/2025	11/22/2025 6/12/2026 2/8/2026	LIMIT/DEDUCTIBLE \$1,000,000/\$2,500 LIMIT/RETENTION \$1,000,000/\$10,000 LIMIT/DEDUCTIBLE \$50,000/\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Cleaning and maintenance of Park Street, Webster Street and Marina Village services. City of Alameda is included as an additional insured on General Liability and Automobile Liability policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

Initial

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10/29/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501

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

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POLICY NUMBER: A0273447004

COMMERCIAL GENERAL LIABILITY
CG 21 54 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):
All owner or contractor controlled insurance programs in which you were enrolled or intended to enroll
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

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

1. Arising out of your ongoing operations; or
2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part;
- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

B. The following definition is added to the Definitions section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

POLICY NUMBER: A0273447004

COMMERCIAL GENERAL LIABILITY
CG 71 25 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D.** Lessor of Leased Equipment
 - E.** Owners or Other Interests From Whom Land Has Been Leased
 - F.** Manager or Lessor of Premise
 - G.** Mortgagee, Assignee, or Receiver
 - H.** Controlling Interest
 - I.** Co-owner Of Insured Premises
 - J.** Executors, Administrators, Trustees Or Beneficiaries
 - K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L.** Vendors
 - M.** Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1)** A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "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. That 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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER: A0273447001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Aim to Please Janitorial Service Inc
Endorsement Effective Date: 02/08/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3376927

FILED
In the office of the Secretary of State
of the State of California

APR 26 2011

ARTICLES OF INCORPORATION
OF

Aim To Please Janitorial Service Inc.

One: The name of the corporation is: Aim To Please Janitorial Service Inc.

Two: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Three: The name and address in the state of California of the corporation's initial agent for service of process is:

Christopher L. Washington
215 Randolph Street
San Francisco, CA 94132

Four: This corporation is authorized to issue only one class of stock; and the total number of shares which this corporation is authorized to issue is One Hundred Fifty Thousand (150,000).

Five: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Six: The corporation is authorized to indemnify directors and officers of the corporation to the fullest extent permissible under California law.

I, the undersigned, declare that I am the person who has executed these Articles of Incorporation and that this instrument is the act and deed of the undersigned.


Incorporator: Christopher L. Washington