MAINTENANCE AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND UNIVERSAL BUILDING SERVICES AND SUPPLY CO.

THIS AGREEMENT made and entered into at Menlo Park, California, this 3rd day of July, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and UNIVERSAL BUILDING SERVICES AND SUPPLY CO., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Janitorial Services at Bedwell Bayfront Park

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $161,172.00 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Leonard Brusseau  
Universal Building Services and Supply Co.  
3120 Pierce Street  
Richmond, CA 94804  
510-527-1079  
ubs@ubsco.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
### 17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

### 18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

### 19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

### 20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

### 21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

### 22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

### 23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

### 24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2022 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

[Signature]

Dario DeVincenzi
Printed name

94-1692591
Tax ID#

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

[Signature]

Starla Jerome-Robinson, City Manager

ATTEST:

[Signature]

Judi A. Herren, City Clerk

June 25, 2019
Date

Operations Manager
Title

7/3/19
Date

7/3/19
Date

7/4/19
Date

CC Rev 20190327
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of $161,172 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Deputy City Manager.
<table>
<thead>
<tr>
<th>A5. BILLINGS</th>
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<tbody>
<tr>
<td>FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.</td>
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</table>

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
A Proposal For

The City of Menlo Park
Bedwell Bayfront Park

RFP for Janitorial Services

Due: 10 June 2019 by 5:00 PM

Presented By

UBS
UNIVERSAL BUILDING SERVICES
June 7, 2019

Mr. Brian Henry
Assistant Public Works Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Dear Mr. Henry:

Thank you for providing Universal Building Services and Supply Co. the opportunity to submit a janitorial proposal to the City of Menlo Park for services at Bedwell Bayfront Park as specified in your RFP. I am pleased to offer our proposal for your review.

Universal Building Services and Supply Co., a California corporation, has provided superior, cost effective cleaning services to quality facilities such as yours for over fifty-six (56) years. UBS was founded on March 1st, 1963 and incorporated in the State of California on April 10th, 1969. Our Federal Tax ID number is 94-1692591. Our DIR Registration number is JS-LR-000015724. UBS has corporate offices in Richmond and six (6) district offices throughout Northern and Central California. Our company has 650 employees and services commercial and industrial accounts of all sizes. UBS also services a large number of municipalities, including Federal, state, county, and city governments, as well as other public agencies.

Universal Building Services and Supply Co. is a member of the U.S. Green Building Council since 2009 and ISSA (The Worldwide Cleaning Industry Association) since 1980. The company performs green cleaning services in compliance with LEED v4 for Existing Building Operations and Maintenance, Indoor Environmental Quality (EQ) and in accordance with Green Seal GS-42. UBS uses Green Seal Certified products. When providing paper supplies, UBS delivers product that is compliant with EPA Recycled Content Specifications.

Universal Building Services and Supply Co. attributes its success and growth to several reasons. They include:

- Providing over fifty-six (56) continuous years in the janitorial business.
- Local Bay Area Company that covers all of Northern and Central California.
• We have six (6) district offices in Northern and Central California which are located in the following cities: Richmond, Concord, San Jose, Sacramento, Modesto, and Petaluma. We also cover the areas within Alameda County.
• UBS has its own janitorial, window washing, utility, and power sweeping crew to provide all the services needed by our customers.
• Trained personnel utilizing the latest cleaning techniques and equipment. UBS cleaning personnel are in daily and constant communication with their immediate supervisors. Our clients benefit by receiving prompt, cost-effective services.
• Exceptional supervision, which ensures strong quality control and superior service to our clients. Many of our supervisors have been with UBS for over 25 years and have worked their way up the ranks.
• Experienced and responsive UBS management, which ensures that our clients' cleaning concerns are minimized, thereby affording our clients more time for other matters. Our clients can contact UBS management personnel 24 hours a day, 7 days a week to handle emergencies and unforeseen events.
• Computerized tracking of safety and quality control inspections, which provides data regarding history, frequency, corrective action and follow-up of situations.
• Information regarding state-of-the-art techniques and equipment disseminated from the UBS Supply Division to the UBS Janitorial Division, thereby ensuring that our cleaning staff uses the latest technologies. Our clients benefit by having their facilities cleaned in an efficient and cost-effective manner.

I will serve as your contact during this proposal process and am authorized to represent the company in any negotiations and/or agreements. Should you have any questions about our proposal or about Universal Building Services and Supply Co., please feel free to contact me at (510) 527-1078 or email to dario@ubsco.com. Thank you for your time.

Sincerely,

Dario DeVincenzi
Operations Manager
Universal Building Services and Supply Co.
3120 Pierce Street
Richmond, CA 94804
Phone: ......510-527-1078
Fax: ..........510-526-7289
Email:......dario@ubsco.com
PROPOSAL FORMS

The following proposal is submitted in good faith by:

Business Name: Universal Building Services and Supply Co.
Name of Principal: Leonard Brusseau, President
Business Address: 3120 Pierce Street
City, State, Zip: Richmond, CA 94804
Business Email: ubs@ubsco.com

The above-named party does hereby offer to provide and deliver, as required, the janitorial services and all forms and required documents to the City of Menlo Park for a period of up to three years at the following fees:

<table>
<thead>
<tr>
<th>Number of Years</th>
<th>Duration</th>
<th>Per Year $</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>July 1, 2019 - June 30, 2020</td>
<td>$50,808.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>July 1, 2020 - June 30, 2021</td>
<td>$53,724.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>July 1, 2021 - June 30, 2022</td>
<td>$56,640.00</td>
</tr>
</tbody>
</table>

TOTAL PRICE OF CONTRACT OVER 3-YEAR PERIOD (NUMERIC) $161,172.00

Signature of Contractor's Authorized Representative

June 7, 2019

Dario DeVincenzi, Operations Manager
(510) 527-1078

Printed name of Contractor's Authorized Representative

Phone
EXPERIENCE & CAPABILITY

Universal Building Services and Supply Co. is a large, privately-held janitorial corporation that has over fifty-six (56) years of continuous janitorial experience in providing cleaning services to public agencies and to commercial and industrial accounts of all sizes. UBS has extensive experience in cleaning governmental and public agency facilities, including administration offices, police stations, fire stations, corporation yards, libraries, swim centers, city park facilities, park restrooms, community centers, senior centers, and outside common areas. UBS accounts include corporate campuses, company headquarters buildings, Class A office buildings, bio-research facilities, electronic companies, petroleum industry buildings and refineries, financial (banks and credit unions) institution main offices, branches, in-store branches, and ATMs.

Universal Building Services and Supply Co. has become a major presence in the field of total janitorial service. To the original service of janitorial office cleaning, UBS has added carpet cleaning, hard and resilient floor care, window cleaning, pressure washing, emergency and construction clean up and numerous other ancillary services. In 1970, to strengthen its position as a leading provider of full-service building maintenance, UBS added cleaning supply sales. Cleaning Supply Sales is now a separate division of UBS.

Should additional workers be required, either temporarily or permanently, due to special events or expansion of facilities, UBS has a large pool of company-trained workers from which to draw until permanent new hires can undergo UBS’ Orientation and Training Program.

UBS provides cleaning services to Public Agencies, Commercial and Industrial accounts such as:

- City, County, State, and Federal governmental facilities
- Electronics and biotech research, development, and production sites
- Software companies
- Corporate campuses and Class A office buildings
- Petroleum refineries and industrial facilities
- Bank locations of all types, including stand-alone branches, administration buildings, in-store branches, cash vaults and processing centers
- Food and beverage processing and distribution facilities
- Medical and health oriented facilities
- Police and Fire Stations
- Corporation yards
- Libraries
- Swim centers
- Park restrooms and outside common areas
- Community and Senior centers
UBS currently provides cleaning services to a number of municipalities and public agencies including:

City of American Canyon  City of Berkeley  City of Brentwood  
City of Burlingame  City of Calistoga  City of Concord  
City of Orinda  City of Pacifica  City of Pleasant Hill  
City of Roseville  City of San Ramon  City of Sonoma  
City of Vacaville  City of Vallejo  City of West Sacramento  
County of Monterey  County of Solano  East Bay Regional Park  
Solano County Superior Court  Town of Windsor

SERVICES PROVIDED BY UBS

**General Cleaning**
- Standard office cleaning
- Day Porter services
- Restroom cleaning
- Emergency clean-up
- Construction clean-up
- Electronic & biotechnology clean rooms

**Carpet Cleaning**
- Vacuuming
- Spot cleaning
- Hot water extraction
- Bonnet shampooing
- Rotary brush technique
- Dry chemical cleaning

**Floor Care (Hard & Resilient)**
- Stripping
- Sealing
- Finishing
- Maintenance
- Anti-static treatment
- Anti-slip treatment
- Conductive floor care

**Window Cleaning**
- Interior & Exterior
- Partition Glass

**Pressure Washing**
- Concrete pressure washing
MAIN KEY PERSONNEL

Ron Martinucci, Regional Manager
2081 Bering Drive, Suite A
San Jose, CA 95131
Phone: (408) 995-5111
Email: ronm@ubsco.com

Mr. Ron Martinucci has been with Universal Building Services and Supply Co. since 1987. He has over 30 years of experience in the janitorial business, including over 26 years of field management. He is experienced and knowledgeable in all aspects of building cleaning, including practical operations, issues resolution, customer service, work/staff coordination, bidding & estimating, and workforce training. Ron is directly responsible for all accounts and work being performed in San Mateo, Santa Clara, Santa Cruz, and Monterey Counties. Ron will be the primary point of contact for this contract.

Gustavo Gonzalez, Assistant Manager
2081 Bering Drive, Suite A
San Jose, CA 95131
Phone: (408) 995-5111
Email: gustavog@ubsco.com

Mr. Gustavo Gonzalez has been with UBS since 1993. He has over 25 years of experience in the janitorial business and has over 16 years of management and supervisory experience. He is responsible for assisting the management of projects in Ron’s region. Gustavo will oversee the janitorial staff assigned to this project.

Dario DeVincenzi, Operations Manager
3120 Pierce Street
Richmond, CA 94804
Phone: (510) 527-1078
Email: dario@ubsco.com

Mr. Dario DeVincenzi is Universal Building Services and Supply Co.'s Operations Manager. Mr. DeVincenzi works closely with UBS Regional Managers, District Managers, Supervisors, and Customer Representatives to insure that both customer standards and UBS standards are met at all times. Mr. DeVincenzi started his career with UBS in 1972 and has more than 47 years of experience in all aspects of the building maintenance profession.

Mr. DeVincenzi is thoroughly familiar with the operations and management of large projects and route management. He has a reputation for excellent quality control and successful operations. Mr. DeVincenzi is responsible for the overall performance of UBS. He audits the performance of all UBS personnel, enforces quality standards, and makes on-site visitations and inspections.
HIRING AND TRAINING PROCESSES

HIRING & SCREENING

Universal Building Services and Supply Co. desires to employ self-motivated, trainable, service oriented people at all levels of hire. Current UBS employees have proven to be an excellent source for new employees. Current UBS employees are aware of the quality work and client service mindedness expected by UBS of its employees and is therefore in a position to recommend people who fit well with the UBS corporate philosophy.

Prospective employees must successfully complete Universal Building Services and Supply Co. employment requirements and procedures, which include:

- A Federal E-Verify background check on all applicants
- A UBS employment application
- Proper I-9, Immigrations and Naturalization documents
- With consent of applicant, previous employer background checks
- Criminal background checks, where applicable
- An employee orientation checklist

Should the job assignment involve driving a company vehicle or if required by the client, applicants undergo a thorough Department of Motor Vehicles driving history review. In addition, these employees voluntarily submit to UBS's Drug and Alcohol Screening Program, with the understanding that they are subject to future random testing.

Eligible candidates, after preliminary screening by our personnel department, are then interviewed by the respective project manager or supervisor, who further determines the candidate's suitability to a particular assignment, work experience and "fit" as a UBS employee.

Successful candidates (new hires) then undergo the UBS Employee Orientation Program, wherein they are introduced to UBS's rules and regulations and receive site-specific orientation by the respective project manager and/or supervisor. New hires also receive their own copies of the Universal Building Services Employee Handbook, which is available in both English and Spanish. New employees are instructed about safety, security, and emergency procedures.

Once employees are at the job site, they are instructed to be cautious of their surroundings and to notify security of any suspicious behavior. Employees also are prohibited in allowing anyone in the building during their shift. All UBS employees wear provided employee uniforms with the UBS logo or vests with UBS logo and pictured ID badges for easy identification and for extra security measure.
EMPLOYEE TRAINING CURRICULUM

NEW EMPLOYEE ORIENTATION

New Universal Building Services and Supply Co. employees are assigned to a supervisor who provides indoctrination training covering company policies, safety in the work place, emergency procedures and proper cleaning procedures. Cleaning procedures taught include appropriate use of chemicals, proper use of equipment, correct methodology of cleaning and attention to personal safety habits. The new hire is watched closely and supervised during the first 2 weeks of work. New employees are not released to work alone on a station until they have demonstrated practical knowledge and ability to clean properly. Also, new employees are not allowed to operate equipment until they are deemed capable of operating them safely and competently.

In addition to verbal and hands-on instruction, each new UBS employee is given an extensive bilingual Employee Handbook. The UBS Employee Handbook details all aspects of the job and provides additional references and contacts, should the employee have additional questions or require clarification.

EMPLOYEE CONTINUING EDUCATION PROGRAM

Current Universal Building Service employees are kept up to date in the matters of cleaning methods and materials through a number of programs. As new products and methods are developed, they taught to our cleaning staff by their supervisors. Where applicable, we will have a product representative in attendance to insure the transfer of information and to answer specific questions as they arise.

Continuing education and skills improvement are on-going processes throughout Universal Building Services and Supply Co. employees’ careers. UBS has on its staff a dedicated Safety Coordinator, whose responsibility is to plan and prepare the safety portion of employee training meetings. Monthly "Tailgate Meetings" are scheduled and conducted by UBS managers and supervisors. All employees attend these meetings, which provide safety and quality of service instructions and refreshers.

Additionally, the UBS Janitorial Division receives the benefit of the UBS Supply Division first learning about new products, equipment, and techniques from supply vendors. The information is immediately passed on to the Janitorial Division. The ultimate benefit is that the UBS client receives the most recent, state of the art maintenance in the shortest possible time from introduction.

Please see UBS’ New Employee Orientation and Training Topics attached immediately following this page.
# UBS New Employee Orientation and Training Topics

1. Welcome to UBS
2. Purpose of Handbook
3. UBS History
4. Attendance Policy
5. Payroll Information
6. Employee Benefits
7. Jury Duty
8. Military Leave
9. Disability Leaves of Absence
10. Employee Instructions/Guidelines
11. Standards of Conduct/Workplace Rules
12. Equal Employment Opportunity
14. Asbestos Notices & Warnings
15. Policy Prohibiting Workplace Harassment
16. Drug-Free Workplace Program
17. California's Anti-Fraud Bill (SB 1218)
18. Injury & Illness Prevention Program
19. Hazard Communication Program
20. Employee Signature Page
EMPLOYEE INCENTIVE & RECOGNITION PROGRAM

Universal Building Services and Supply Co. realizes the importance of high employee morale. In a profession where tasks and assignments can become tedious, repetitious and seemingly thankless, UBS encourages its managers at all levels to take an interest in employees’ goals and aspirations, as well as their personal and professional lives. Managers are reminded of the tedium of many jobs and are encouraged to give generous praise and show gratitude to deserving employees for work well done.

In addition, UBS has in place a number of employee incentives designed to assist in the retention of current employees and to help attract new employees. They include:

- Gift certificates for superior performance and recognition
- Letters of commendation and appreciation
- Departmental Safety Awards
- Employee of the Month awards
- Year-end bonuses
- Promotion to higher positions as opportunities arise
Universal Building Services and Supply Co. is an environmentally responsible company that is committed to providing reliable, responsive services and high quality work. UBS has been a member of the U.S. Green Building Council since 2009 and members of ISSA (The Worldwide Cleaning Industry Association) since 1980. We perform our cleaning services in compliance with LEED v4 for Existing Building Operations and Maintenance, Indoor Environmental Quality (EQ) and in accordance with Green Seal GS-42 guidelines.

To assist in improving indoor air quality and improve the environment, UBS uses Green Seal Certified chemicals, color-coded microfiber cleaning cloths to eliminate cross-contamination, and Carpet and Rug Institute (CRI) approved hepa vacuum cleaners.

Corresponding GHS Safety Data Sheets (SDS) in compliance with OSHA's New Globally Harmonized System of Classification and Labeling of Chemicals (GHS) Rule will be bound in a booklet and placed in each janitor closet and chemical storage site at every location. UBS is in compliance with GHS.

CHEMICALS:

The following are Green Seal Certified products by Diversey that may be used in the fulfillment of this contract. Specific supplies will be determined by the requirements of each individual work site.

- **Glance NA** - (Glass & Multi-Purpose Cleaner Non-Ammoniated)
- **PERdiem** - (General Purpose Cleaner with Hydrogen Peroxide)
- **Crew** - (Bathroom Cleaner & Scale Remover)
- **Stride** - Citrus (Neutral Cleaner)
- **Pro Strip** - SC Floor Stripper
- **Aquaria** - Floor Finish

Because of its membership in the U.S. Green Building Council, its Supply Division, and its relationship with manufacturers and vendors, UBS will always be at the forefront in the use of environmentally responsible products and efficient cleaning services.
The U.S. Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life.

President & CEO
EQUIPMENT, TOOLS, & UNIFORM

EQUIPMENT:

The following represents a “typical” cleaning package. The actual equipment and supplies used will be predicated upon the requirements of each individual work site within the account.

UBS STANDARD STATION JANITOR SET-UP:

- CRI Approved Commercial Vacuum Cleaner - ProTeam ProForce 1500 HEPA or Electrolux Sanitaire SC888-K
- CRI Approved Backpack detail vacuum - ProTeam QuarterVac
- Rubbermaid Brute 44 gallon w/ gear caddy
- Rubbermaid castered dolly for Brute 44 gallon
- Color-coded microfiber towels
- Dust mops
- Wet mops
- Mop buckets with wringers
- Wet floor signs
- Janitor’s cart for specific assignments (e.g. restroom cleaner)
- Trigger sprayers w/ Green Seal Certified cleaning solutions

UBS UTILITY CREW SET-UP (Station Janitor equipment plus the following):

- High-speed glazers
- Floor machines
- Large and small carpet extractors
- Pressure washers
- Wet/Dry vacuums
- High volume air blowers
- Assorted floor pads and bonnets
- Other specialized equipment for specific cleaning assignments

EQUIPMENT MAINTENANCE

Universal Building Services and Supply Co. maintains its equipment regularly in order to effectively perform its operations. The UBS Site Manager will ensure all equipment is in good working condition and that machinery is maintained and serviced. Logs of equipment inventory and maintenance are kept to assure that UBS personnel have the best equipment for the job.

Universal Building Services and Supply Co. maintains its own shop where equipment is maintained and repaired. Equipment maintenance is performed in accordance with manufacturers’ schedules and specifications. Equipment is tracked, scheduled and
serviced by Universal Building Services and Supply Co.' Repair Department Technicians.

The turnaround time for equipment repairs and routine maintenance is within 24 hours. We also have backup equipment available for emergencies.

Universal Building Services and Supply Co. owns all the machinery, equipment, and supplies used at its job sites.

UNIFORM

Universal Building Services and Supply Co. provides all of our employees' uniforms. Janitorial and utility workers wear company-provided powder blue, button-down shirts with dark blue pin-striping. The company logo patch is sewn on the shirt and each employee has a visible photo identification card. A navy blue baseball-style hat with company patch on the front may be worn.

UBS managers and supervisors have the option of wearing company-provided polo shirts displaying the UBS logo on the chest.
As with any other service industry, the basis of a successful project execution is to create a plan of action. Any new project that we take on involves comprehensive planning by our management staff. The project will be lead by our professional and highly qualified District Manager who will be in charge of the project from commencement onward.

Our service begins with a thorough examination of the City of Menlo Park’s required scope of work. We identify any issues the City might have had with the current janitorial service provider and lay out all required responsibilities prior to commencement of services. Once UBS management staff has created a plan of action, individualized tasks are assigned to specific staff members who are experienced and knowledgeable to carry out the designated duties. UBS then focuses on its work and quality assurance plans as follows:

1. UBS maintains job site service checklists that are used by on-site and off-site management to assure that all required tasks, daily and periodic, are performed in accordance with contract specifications, properly and in a timely manner. We also provide calendar schedules of all periodic and project tasks.

2. To ensure and maintain the high standards of cleaning expected by UBS, all work performed is inspected on a regular and periodic basis by UBS supervisors.

3. Visual inspections are constantly made along with written inspections; client participation is always encouraged. Any required corrective action will be taken and a follow-up inspection will be made. Copies of these inspection reports are reviewed with the respective janitor during and upon completion. The respective regional manager will also make weekly inspections with the appropriate follow-up. Consistency along with good follow up is key to a successful quality control plan.

4. UBS maintains its equipment regularly in order to effectively perform its operations. Logs of equipment inventory and maintenance are kept to assure that UBS personnel have the best equipment for the job.
5. UBS can provide its clients with regular employee satisfaction questionnaires to elicit feedback about our janitorial service.

6. UBS has a program in place to routinely and regularly keep its workers' awareness level for safety keen at all times. Monthly meetings are held on selected topics, and recent incidents, if any, are reviewed to discuss how they happened and how they may be prevented.

7. UBS also conducts refresher training to ensure employees are following the most updated and efficient procedures, products, and equipment needed for each job site and tasks.

8. We make sure to reward employees who have demonstrated a strong work ethic by providing them with a letter of recognition and a gift card and/or bonus. By providing incentives to our employees, the productivity and morale increases which make the services more efficient for our clients.
UBS SAFETY PROGRAM

SAFETY

UBS stresses safety to all employees at all times at all jobs. Safety awareness begins when the new UBS employee is hired. Indoctrination training covers all aspects of personal, chemical, and equipment safety. Personal safety training includes proper methods of lifting heavy objects, being cognizant of potentially hazardous and dangerous situations and ensuring that high visibility barrier tape or wet floor signs are in place where necessary. Chemical safety training includes the wearing of proper eye, hand and skin protection necessary for the assigned task, always mixing chemicals from a higher concentration to a lower one, and awareness of and how to use SDS information. Equipment safety training includes proper care and handling of vacuums, mops, floor machines, extractors and other such machinery. Employees are instructed that regular periodic maintenance of equipment ensures safe operation. Emergency procedures involving personal safety, property protection, and equipment damage control are taught to the new employee.

Safety training and awareness is constantly given to UBS employees in the form of monthly safety talks, presentations from equipment and chemical vendor’s representatives, and regular job site inspections by UBS supervisors, who are keenly aware of the value of working safely. The supervisors themselves attend quarterly management meetings, wherein presentations about safety on the job are always given.

DRUG AND ALCOHOL PROGRAM

UBS is aware that a person’s use of drugs and/or alcohol will not only affect productivity, but also the safety of that employee as well as the safety of those employees and people in close proximity. Candidates for employment at UBS are given pre-employment drug and alcohol testing. Candidates who fail to pass these tests are not hired by UBS. In addition, regular UBS employees are given random testing, such that at least 50% of UBS employees are tested in one calendar year.

Please see UBS’ Safety Training Topics Schedule for 2019 attached immediately following this page.
# UBS Safety Training Topics Schedule for 2019

## Monthly OSHA-Required Safety Topics and Additional Tailgate Safety Training Topics

### CAL-OSHA REQUIRED

<table>
<thead>
<tr>
<th>Month</th>
<th>Topics</th>
</tr>
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<tbody>
<tr>
<td>January</td>
<td>Hazard Communications and Chemical Safety</td>
</tr>
<tr>
<td>February</td>
<td>Personal Protection Equipment</td>
</tr>
<tr>
<td>March</td>
<td>Safe Work Practices</td>
</tr>
<tr>
<td>April</td>
<td>Emergency Evacuation/Action</td>
</tr>
<tr>
<td>May</td>
<td>Ergonomics</td>
</tr>
<tr>
<td>June</td>
<td>Heat &amp; Illness Prevention</td>
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<tr>
<td>July</td>
<td>Fire Prevention</td>
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<tr>
<td>August</td>
<td>Job Hazards</td>
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<tr>
<td>September</td>
<td>Asbestos Awareness</td>
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<tr>
<td>October</td>
<td>Lead Awareness</td>
</tr>
<tr>
<td>November</td>
<td>Blood Borne Pathogens</td>
</tr>
<tr>
<td>December</td>
<td>Fall Protection (Window washers)</td>
</tr>
</tbody>
</table>
### UBS SAFETY TRAINING TOPICS SCHEDULE FOR 2019

**Non-OSHA Tailgate Meeting Topics as Determined by Supervisor**

<table>
<thead>
<tr>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand Tool Safety</td>
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<tr>
<td>Hand protection</td>
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<tr>
<td>Lifting Techniques</td>
</tr>
<tr>
<td>Ladders training</td>
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<tr>
<td>Accident prevention</td>
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<tr>
<td>Accident causes</td>
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<tr>
<td>Attitude &amp; Behavior</td>
</tr>
<tr>
<td>Back Injury Prevention &amp; Safety</td>
</tr>
<tr>
<td>Bonding, Twisting and Reaching</td>
</tr>
<tr>
<td>Custodians Trash handling Guidelines</td>
</tr>
<tr>
<td>Dangers of Clothing and Jewelry</td>
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<tr>
<td>Expect the unexpected</td>
</tr>
<tr>
<td>Hand Tool safety</td>
</tr>
<tr>
<td>First aid</td>
</tr>
<tr>
<td>Good Safety Attitudes</td>
</tr>
<tr>
<td>Preventing Strains and Sprains</td>
</tr>
<tr>
<td>Changing Automobile Tires</td>
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<tr>
<td>Common Safe Safety</td>
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<tr>
<td>Electrical Safety</td>
</tr>
<tr>
<td>Good Housekeeping</td>
</tr>
<tr>
<td>Preventing Common Injuries</td>
</tr>
<tr>
<td>Safe Use of Hand Trucks</td>
</tr>
</tbody>
</table>
Universal Building Services and Supply Co. maintains a 24/7 staffed answering service for the purpose of off-hours contact in the event of emergencies and other unforeseen events. To minimize customer confusion with multiple numbers, UBS uses its normal office phone number, which is forwarded to the 24/7 staffed answering service during weekends and off-hours. The answering service can immediately reach a UBS manager, who will be speaking with the customer within minutes.

For emergencies, UBS expects deployment of supervised workers, equipment, and supplies and on-site presence within 30-60 minutes. UBS has fifty-six (56) years of experience in resolving issues/emergencies, mitigating damages, and providing repairs in the janitorial services industry and will be prepared for any unpreventable incidents that may occur. The customer will always be kept apprised of situational occurrences, progress toward results, and final resolution.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.