

SCOPE OF WORK

3.1 SCOPE

The intent and purpose of this invitation to bid is to establish an annual requirements contract to provide janitorial services for the Parks and Recreation Department from companies qualified and experienced in janitorial services. The Contractor will provide professional cleaning and other related services to the City of Arlington according to the specifications. The parameters of the work cover all aspects of janitorial functions in cleaning the building in the designated areas described. The cleaning specifications will be performed during the hours stated in the bid specifications.

3.2 INSPECTION

All work done and materials furnished shall be subject to inspection by the City representatives. At all times the City representatives shall have access to all locations where services are being performed.

Upon request of City representatives, the Contractor shall furnish without charge samples of materials used or to be used in the performance of this Contract for evaluation.

Inspections or other acts or functions performed by the City personnel are recognized as being for the sole purpose of assisting the City in determining that the Contractor is complying with the requirements of this Contract. Such activities shall in no manner be construed to relieve the Contractor from determining to its satisfaction that it is in full compliance with this Contract. Work not meeting the requirements of this Contract as determined by City representatives shall be corrected within 24 hours of notification.

3.3 SCHEDULE

Contractor will provide and maintain a schedule of employee assignments to City of Arlington facilities.

All cleaning will be done in facilities and at the dumpster area; there are a total of 9 facilities.

Each facility will have a variety of cleaning activities that will need to be performed. These cleaning activities should be completed by end of shift.

The services of this Contract shall be performed at night in the facility, except for the following holidays Thanksgiving, Christmas, and New Year's Day.

Customer traffic during peak seasons will require more diligent attention to all public areas of each facility complex. Peak seasons are Christmas break, Spring break and Summer Vacation for Arlington Independent School District. Each facility is to be ready for guests, clients, and employees at 0600 AM daily.

3.4 BACKGROUND CHECKS

The Contractor shall provide proof (certification) that all janitorial personnel assigned to City facilities have had a criminal background check prior to their assignment.

Contractor shall conduct and coordinate background check on all employees responsible for performing janitorial services in any childcare facility prior to beginning work in such facilities to determine their suitability for working with or around children. Contractor is required to maintain the proof of background checks.

Under no circumstances is Contractor to allow any employee to work in a Parks and Recreation facility who have

committed any crimes against children or who is under an investigation for a crime against children.

3.5 IDENTIFICATION BADGES

All Contractor personnel present or working in any facility must wear and exhibit City of Arlington identification badges which are issued by the City of Arlington Human Resources Department, 101 S. Mesquite St. Suite 700, contact telephone 817-459-6869.

Contractor's bid price must include the cost of ten dollars (\$10.00) for each person requiring a badge. Successful Contractor should be aware that badge processing time will take at least seven (7) days, assuming all required documentation is submitted with badge application, and should plan accordingly.

Badges are, and shall remain, the exclusive property of the City and must be surrendered at the termination of this contract. Additionally, any employee upon termination of employment with the Contractor shall surrender their badge to the City.

Lost or misplaced badges must be reported immediately to the offices of the City's Human Resource Department. The replacement costs, to be paid by the Contractor, are as follows:

- First replacement: \$10
- Second replacement: \$20
- Third replacement: \$30
- Fourth replacement: \$40

Each employee of Contractor shall only wear an authorization badge specifically issued to that employee.

3.6. BILLING

Cost per month shall represent the total cost to the City and must include all the Contractor's costs plus overhead and profit with no additional considerations or reimbursements allowed.

Billing for the services rendered shall be made at the end of each respective month, for service provided that month, and as reflected on the Bid.

The square footage listed in these specifications represents the approximate areas to be serviced.

3.7. CLEANING PROCEDURES

1. Floor Cleaning:

For all operations where furniture and equipment must be moved, chairs, wastepaper baskets, or other similar items shall not be stacked on desks, tables, or windowsills. Upon completion of work, all furniture and equipment shall be returned to its original position.

Baseboards, walls, doors, stair risers, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations in those buildings where daytime cleaning personnel are on duty. All waxed surfaces must be maintained to provide safe anti-slip walking conditions.

2. Sweeping:

Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances mats shall be cleaned of all dirt and trash. To sweep resilient tile, terrazzo or sealed concrete floors, traced dust mops shall be used and the sweeping operations must be performed in a manner that no dust is raised. Straw brooms or push brooms may be used for sweeping exterior surfaces. During the sweeping operations, gum, tar, and other sticky substances shall be removed with a putty knife.

3. Spot Mopping:

This operation shall include the removal of stains by spillage on small areas of floor surface, and when windows or doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

4. Damp or Wet Mopping:

Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored in closets with solutions left in them.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Floors being wet mopped shall be dried after mopping to prevent any standing water from being absorbed by the floor material or seeping into floor seams or corners.

Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately.

On completion of moping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness

5. Scrubbing:

When scrubbing is designated, it shall be performed by machine or manually with a brush using an approved disinfectant. An automatic floor scrubbing machine is available for use at most facilities, but, contractor will be responsible for repairs caused by misuse.

6. Floor Finishing: (Must be approved by city's representative)

All wood surface floors shall be cleaned/finished in accordance with the manufacturer's recommendations and instructions for the type of flooring.

On hard surface floors such as terrazzo, ceramic, marble, and concrete, an approved penetrating water base sealer shall be used. However, all floor surfaces shall receive the following treatment applications before sealing:

Remove all old finish or wax from floors, using a concentrated solution of a liquid stripping cleaner. Cleaner is to be applied with a mop and scrubbed with an electrical buffing machine and a medium-grade stripping pad. Extremely stubborn spots, gum, rust, burns, etc., shall be removed by hand with a scouring pad dipped in the

stripping solution. Corners, baseboards, and other areas that the buffing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Under no conditions shall floors be scrubbed while dry. Care shall be taken so that baseboards, walls, and furniture shall not be splashed or scarred. Cleaning solution shall be rinsed two or three times with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.

Finish shall be applied to the floor surface with a lamb's wool applicator or a cotton mop.

A minimum of three (3) thin coats of floor finish shall be applied, allowing sufficient time to dry in between each coat.

The last coat should only be applied up to, but not touching, the baseboard. All other coats should be applied to within six (6) inches of the baseboard. The application of an excessive amount of finish shall be avoided, and a buildup shall not be permitted. Sufficient finish shall be used to fully protect the floor surface and present a neat, well-kept appearance.

Finishing shall be done in heavy traffic areas such as doorways and corridors, or in heavy work areas to keep the floor fully protected. In cases where it becomes necessary to remove old finish, an approved floor stripper shall be used. Where finish has been allowed to accumulate along baseboards or near fixed pieces of furniture or equipment, a doodle bug with scouring pad attached shall be used in addition to stripper to remove old finish.

Note: Should there be more than eight (8) hours delay before applying finish after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying finish. Finish shall be thoroughly dry before buffing.

7. Vacuuming of Carpet:

Surface litter such as paper, gum, rubber bands, paper clips, etc., shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter, glitter, and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a toy broom or crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc.

8. Carpet Deep Cleaning: (Method must be approved by city's representative)

Stained areas shall be treated with spot cleaning solution in compliance with the carpet manufacturer's recommendations.

The carpet shall be vacuumed before and after shampooing with a commercial heavy-duty vacuum cleaner with a beater bar. Shampooing shall be done in strict compliance with the recommendations and instructions of the manufacturer of the carpet and shampooing equipment and materials. After sufficient drying time has been allowed, the carpet shall be vacuumed to give the carpet pile uniform lifter appearance.

9. Regular Dusting:

All dust, lint, litter, and dry soil shall be removed from horizontal surfaces and walls including, windowsills, shelves, Venetian blinds, etc... Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

10. Spot Cleaning:

Smudges, fingerprints, marks, and streaks shall be removed from washable surfaces, without scarring or discoloring the finish. Germicidal cleaner solution shall be used in restrooms, locker rooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a clean uniform appearance free of spots, streaks, and removable soil.

11. Trash Removal:

All wastebaskets and other trash containers in the work area shall be emptied and returned to their initial location. Soiled or torn plastic wastebasket or trash container liners shall be replaced. The exterior of wastebaskets and trash containers shall be cleaned with an approved solution.

12. Entrance Mats:

Entrance mats of rubber or polyester shall be swept, shaken, and vacuumed.

13. Elevators:

Smudges, fingerprints, gum, and marks shall be removed from interior, exterior surfaces, and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

14. Restrooms:

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint, vinyl covering, or are of vitreous materials.

- a. Germicidal: Using an approved germicidal, detergent solution completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- b. General: Schedule of clean restrooms shall include sweeping, mopping, and scrubbing of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied; liners folded, collected in separate containers, and disposed of with trash.
- c. Fixtures: Commodes shall be cleaned daily to remove all rust and stains, inside and outside. Flush rings shall be cleaned with a cotton hand mop using a bowl-tab/solution. Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale.
- d. Restroom, Shower Stall, and Wall Cleaning: Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

15. Cleaning of Drinking Fountains:

After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

16. Harwood Gymnasium Floors:

Sweep corners and tight areas; Dust Mop entire surface with a treated head. The head must be treated with manufactures recommended compound for wood floors. Spot mop as needed and remove gum or sticky residue.

17. Supplies:

Supplies includes but is not limited to dust mops, brooms, cleaning solutions, and trash bags shall be kept and made available for city staff to use during business hours.

3.8. CLEANING FREQUENCY

Reference Exhibit B for custodial contract requirements for each facility.

Code used in table (right hand column)	Explanation
D	Daily
W	Weekly
M	Monthly
Q	Quarterly

3.9. TRASH/SOLID WASTE & RECYCLING

All trash/solid waste collected in the performance of the services specified above shall be deposited in the solid waste containers provided. All associated janitorial litter and litter bags shall be deposited into the solid waste container (dumpster). One solid waste container is located on the grounds of each facility.

All trash bags greater than 13 gallons shall be specified for commercial/industrial use and have a minimum of 22-micron rating.

3.10 SECURITY

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor are not lost, or misplaced, and are not used by unauthorized persons. Contractor will be responsible for cost of lost keys.

No keys issued to the Contractor shall be duplicated.

In the event a master key of the City or tenant is lost or duplicated, all locks and keys for that system shall be replaced by the City with the total cost charged to the Contractor.

The Contractor shall report the occurrence of a lost key immediately, but in no case later than the next working

day.

The Contractor shall establish procedures to ensure that all buildings and facilities are secured at all times. All exterior doors shall remain closed and locked when buildings or facilities are cleaned after normal business hours. Where buildings have burglar alarm systems, the contractor shall be responsible for turning off the alarm when entering the building and resetting it when leaving the building. In the event that a false alarm is generated from the contractors' crew activities the contractor will be assessed liquidated damages of \$50 per occurrence after the 1st event during the month.

The false alarm is for all facilities under this contract and is cumulative, not for individual facilities. Building must be secured on completion of nightly duties, failure to do so may result in burglar alarm call and subsequent liquidated damages assessed.

3.11. CONSERVATION OF UTILITIES

The Contractor shall be directly responsible for instructing employees in utilities conservation practices, for example:

- a. Lights shall be used only in areas where and at the time when work is being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers, except in cases of emergency to shut the system off.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

3.12 LOST & FOUND

It is the responsibility of the Contractor to ensure that all articles of personal or monetary value found by Contractor employees are turned in to the manager of each facility.

3.13 CONTRACTOR REPORTS

The Contractor shall report promptly to the proper authority, as designated by the City, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken doors, or windows, dispensing equipment in rest rooms, or any other condition that may require attention for repairs, adjustment, replacement, or correction.

It is part of the Contractor's responsibility in the maintenance of each facility to assist in the protection of the City's property. This includes assisting in the prevention of thefts in the building. The Contractor is expected to alert each of his employees to exercise a reasonable diligence in implementing this policy and to notify the City's Department of Public Safety when an unauthorized or suspicious person is seen on the premises.

Additionally, Contractor's employees shall direct persons lost, distressed, or incapacitated to the appropriate department or personnel for assistance.

3.14 ENVIRONMENTALLY PREFERABLE CLEANING PRODUCTS

In performing this contract, Contractor agrees to use diligent efforts to purchase environmentally preferable cleaning products whenever such goods are comparable in availability, quality, and price. Environmentally preferable products are products that possess qualities that include reduced toxicity, reusability, energy

efficiency, eco-responsible packaging, recycled content, biodegradability, and are manufactured with nominal environmental impact and minimal or no artificial materials.

Prior to contract award, the apparent successful bidder(s) must identify all environmentally preferable janitorial cleaning products intended to be used in providing janitorial services to the City by product name, manufacturer name, and product type. (Examples of product type include glass cleaner, toilet bowl cleaner, tub/tile cleaner, air freshener, furniture polish, spot remover, floor finish, disinfectant, and graffiti remover). Required documentation includes a *Material Safety Data Sheet* for each product intended to be used by the bidder in providing janitorial services to the City.

3.15 EQUIPMENT AND SUPPLIES

1. The Contractor shall furnish and maintain all equipment, tools, supplies and other apparatus necessary to properly perform the work.
 - a. Such equipment, tools and apparatus shall be modern, well maintained and of a type and design appropriate to the use applied.
 - b. As part of the Bid Package, each Bidder shall submit a comprehensive list of all such items proposed to be used in the performance of this contract. Such list shall clearly describe each item, reflect the quantities of each and shall be used as a basis during the contract period for determining, in part, satisfactory compliance.
2. Suggested minimum equipment and supplies for each facility.

The following minor equipment is also required in all buildings and must be kept in buildings at all times. This equipment may be used by the City of Arlington personnel for clean-up during daily operations.

- Johnny Mop
 - Toy Broom
 - Push Broom
 - Dust Mop
 - Mop Bucket
 - Mop Wringer
 - Dustpan
 - Cotton Mop
 - Kitchen Broom
 - Putty Knife
 - Vacuum cleaner
 - Feather Duster
 - Wet-Floor Signs
3. Each Bidder must include as a part of its Bid Proposal, a list of the supplies and materials that in the opinion of the Bidder will be required to perform the work of the Contract.

The successful contractor must provide the contract administrator with a list of the materials that will be used at each facility. This information is to be furnished to the City within (14) days of notification of award. Material Safety Data Sheets (MSDS) shall be kept at each facility where materials and supplies are stored, and such sheets shall be kept up to date. MSDS sheets shall be readable, not smudged or blurred. All OSHA requirements regarding MSDS information and the Worker's Right to Know Law is to be strictly adhered to by the contractor.

3.16 LIQUIDATED DAMAGES

The City will assess liquidated damages for the following:

- a. False burglar alarms in excess of one (1) per month; this is a cumulative for all facilities and will be assessed at the rate of \$50 per occurrence.
- b. If Contractor fails to correct a written specification deficiency with-in the required 24 hour time frame; will be assessed at the rate of \$100 per occurrence;

CRITERIA FOR DEDUCTION

Cost/1,000 square feet

Services omitted or not performed satisfactorily will be deducted at the rates shown below.

ROOM CLEANING

General Office - Vinyl Floor or Carpet Including Classrooms, Conference Rooms, Library Space	
Daily Cleaning	\$3.40
Complete Cleaning	\$10.04
File Areas	\$.90
Storage Areas	\$.98

FLOOR MAINTENANCE

Spray buff corridors	\$6.44
Spray buff rooms	\$9.12
Strip and refinish corridors and lobbies	\$57.93
Strip and refinish rooms	\$65.65
Carpet cleaning	\$52.00

LOBBIES AND CORRIDORS

Lobby, entrance, and cleaning	\$.82
Corridor sweeping	\$.59
Corridor vacuuming	\$2.46
Walls and baseboards	\$.98

MISCELLANEOUS

High cleaning	\$4.21
Carpet spot cleaning	\$.10
Window cleaning	\$6.16
Venetian blind (cost per blind)	\$6.16

TOILETS – COST PER FIXTURE

Cleaning	\$1.16
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ELEVATORS – COST PER SQUARE FOOT

Cleaning	\$3.94
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STAIRWAYS – COST PER FLIGHT

Sweep and dust stairs and handrails	\$1.64
Mop stairways	\$4.48

<u>VENETIAN BLIND CLEANING – COST PER BLIND</u>	\$6.16
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<u>WINDOW CLEANING – COST PER WINDOW</u>	\$6.16
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<u>TOILET TISSUE – COST PER ROLL</u>	\$5.10
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<u>ROLL TOWELS – COST PER ROLL</u>	\$7.09
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<u>FOLD TOWELS – COST PER PACKAGE</u>	\$5.46
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3.17 TERMINATION FOR DEFAULT

1. The City reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by Contractor. In addition, Contractor understands and agrees that time is of the essence in performing this Contract and that the following events shall be deemed to be events of default by Contractor under this Contract:
2. Contractor shall fail to commence the work in accordance with the provisions of this Contract, and such failure shall continue for a period of two (2) calendar days after notice of sale is delivered to Contractor.
3. Contractor shall fail to diligently provide janitorial services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract, and such failure shall continue for a period of two (2) calendar days after notice of sale is delivered to Contractor.
4. Contractor shall fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, and such failure shall continue for a period of two (2) calendar days after notice of sale is delivered to Contractor.
5. Contractor shall fail to perform any janitorial service as required by this Contract, and such failure shall continue for a period of two (2) calendar days after notice of sale is delivered to Contractor.
6. Contractor shall fail to provide any supplies and/or materials as required by this Contract, and such failure shall continue for a period of two (2) calendar days after notice of sale is delivered to Contractor.
7. Contractor shall fail to perform any specific janitorial service within the scheduled time period required by the Contract, or the specific cure period set forth herein below. The cure period within which a failure to perform must be corrected, which is not covered elsewhere in this provision, after notice of sale is delivered to Contractor shall be the following time frame for each of the following tasks/duties. To the extent this subparagraph conflicts with any other provisions of this DEFAULT section, the provisions of this subparagraph shall control.

Toilet tissue - 2 hours;

Paper towels - 2 hours;

Empty trash cans - 4 hours;

Spray buff vinyl tile - 3 days.

8. It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this Contract. Accordingly, it is agreed that upon the occurrence of any such event, City shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof.

Failure to comply with such request within ten (10) calendar days of delivery of the request shall entitle City to terminate this Contract and to the accompanying rights set forth below.

9. Contractor shall fail to satisfactorily respond to any written objections regarding the conduct of Contractor's officers, agents, employees, invitees, subcontractors and any such subcontractor's officers, agents, employees, and invitees within five (5) business days of receipt of such objection from City.
10. Upon the occurrence of any event of default specified above, City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.
11. Terminate this Contract and complete the work in any manner it deems desirable, in which event Contractor shall immediately remove its equipment and personnel, and surrender all keys and codes providing Contractor access to any municipal buildings; and if Contractor fails to do so, City may, without prejudice to any other remedy which it may have, take such actions as are reasonably necessary to remove Contractor's equipment and personnel from all municipal buildings, reclaim all municipal building keys and codes in Contractor's possession or otherwise secure access to the municipal buildings at Contractor's expense, without being liable for prosecution or any claim of damages therefor; and Contractor
12. Agrees to pay to City on demand the amount of all loss and damages which City may suffer by reason of such termination.

13. Perform the janitorial services or provide the supplies and materials using the City's employees and resources at the Contractor's expense.
14. Hire a third party to perform the janitorial services and/or provide the supplies and materials at the Contractor's expense.
15. Withhold any payment, in whole or in part, related to unsatisfactory janitorial services until such time as the janitorial services are corrected.
16. Withhold any payment, in whole or in part, related to janitorial services that were not performed within the scheduled time period required by the Contract until such time as the janitorial services are performed. However, nothing contained herein shall allow Contractor to skip the performance of janitorial services in one scheduled time period, perform those services in any following scheduled time period and collect for performing said services in both time periods.
17. Deduct amounts from Contractor's monthly bills for janitorial services that are not performed, or which are not performed in a satisfactory manner, at one of the following rates to be determined in the sole discretion of the City: (a) the unit price bid by the Contractor; or, (b) the amount the Contractor actually billed for such services; or, (c) the rate assigned for each such service as set forth in Exhibit 3, "Criteria for Deduction"; or, (d) the amount charged by a third party or the City to perform the service and/or provide the supplies and materials.
18. Deduct amounts from Contractor's monthly bills for janitorial services that are not performed within the scheduled time period required by the Contract at one of the following rates to be determined in the sole discretion of the City: (a) the unit price bid by the Contractor; or, (b) the amount the Contractor actually billed for such janitorial services; or, (c) the rate assigned for each such service as set forth in Exhibit 3, "Criteria for Deduction"; or, (d) the amount charged by a third party or the City to perform the service and/or provide the supplies and materials.
19. If after exercising any of the foregoing remedies the cost to the City exceeds that part of the pro rata Contract sum for the month in which the default giving rise to such remedy occurs, Contractor shall be liable for and shall reimburse City for such excess. Alternatively, and at City's sole discretion the City may deduct such excess from Contractor's subsequent monthly bills until such time as the total excess amount has been deducted.
20. Contractor understands and agrees that time is of the essence in performing this Contract, and that failure to comply with any time or performance requirements in accordance with the Contract will result in damage to City. City and Contractor have set out timetables for completion of the janitorial services required under this Contract. Contractor and City agree that it is and will continue to be impracticable and extremely difficult to determine the actual amount of such damage whether in the event of delay or nonperformance. Contractor agrees that the "Criteria for Deduction" set forth in Exhibit 3 to the Contract contains the minimum value of the costs and actual damage caused by Contractor's failure to comply with any time or performance requirements under the Contract, and such sum(s) may be withheld or deducted from payments due or to become due to Contractor as liquidated damages. Contractor further agrees that the withholding or deduction of amounts in accordance with the provisions of Paragraphs 2(D), 2(E), 2(F) and 2(G) herein above, on the event of any default is the proper measure by which to establish the value of the costs and actual damage caused by Contractor's failure to comply with any time or performance requirements under the Contract, and that such sum(s) derived in reliance thereon may be withheld or deducted from payments due or to become due to Contractor as liquidated damages. It is expressly understood and agreed that said liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages.
21. Pursuit of any one or more of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided at law or equity, nor shall the pursuit of any remedy herein provided constitute a forfeiture of or waiver of any damages accruing to City by reason of the violation of any of the terms, provisions and covenants herein contained. City's acceptance of work following an event of default hereunder shall not be construed as a waiver of such event of default. No waiver by City of any violation or breach of any terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by City to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Should City at any time terminate this Contract for any default, in addition to any other remedy City may have, City may recover from Contractor all damages City may incur by reason of such default, including the cost of rebidding the Contract and reasonable attorney's fees expended by reason of default.