

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: John J. Benoit, 4th District Supervisor

SUBMITTAL DATE:
March 14, 2013

SUBJECT: Approval of the Lease Agreement between the County of Riverside and Norco Capital, LLC for the temporary relocation of the County Law Library, Indio Branch

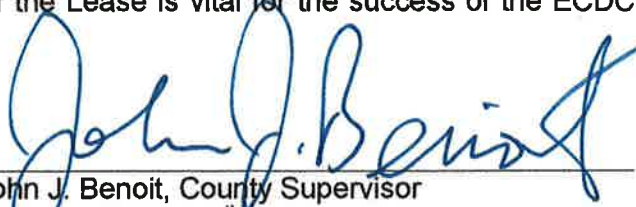
RECOMMENDED MOTION: That the Board of Supervisors approve the attached Lease Agreement by and between the County of Riverside (County) and Norco Capital, LLC, for the temporary relocation of the County Law Library, Indio Branch and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: On February 26, 2013, under Agenda Item 3.76, the Board of Supervisors approved the Memorandum of Understanding between the Judicial Council of California, Administrative Offices of the Courts and the County of Riverside, which addresses the relocation of 23,252 square feet of Court space from the Indio, County Administrative Center Annex Courthouse to make way for the East County Detention Center (ECDC) facility. As part of these efforts, the County is furnishing two replacement courtrooms and chambers built in the Larson Justice Center of 6,415 square feet where the County Law Library, Indio branch (Law Library) is currently located.

The fast track courtroom construction schedule calls for immediate and urgent relocation of the Law Library in order to successfully meet the state mandates and ECDC project timelines.

As the ECDC project is in the best interest of public safety, and the services the Law Library provide service the general public, the approval of the Lease is vital for the success of the ECDC project and the future of the County of Riverside.

(Continued)



John J. Benoit, County Supervisor
Representing the 4th District

Departmental Concurrence

John J. Benoit, 4th District Supervisor

Approval of the Lease Agreement between the County of Riverside and Norco Capital, LLC for the temporary relocation of the County Law Library, Indio Branch

March 14, 2013

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BACKGROUND: (Continued)

The Lease is summarized as follows:

Lessor: Norco Capital, LLC
11790 Jersey Boulevard
Rancho Cucamonga, California 91730-4935

Premises Location: 46900A, Monroe Street, Suite 101, Indio, California

Term: Two years commencing April 1, 2013

Size: 5,000 square feet

Rent: This is a graduated rent structure for the County to realize a negotiated cost savings at the front end of the lease term in the amount of \$10,500.

Months 1-6	Months 7-24
\$1.50 per sq. ft.	\$1.85 per sq. ft.
\$7,500.00 per month	\$9,250.00 per month
\$45,000.00 (6 months)	\$166,500.00 (18 months)

Rental Adjustment: N/A

Utilities: County pays electric, gas, water and telephone. Landlord pays all others.

Maintenance: Provided by Landlord

Custodial: Provided by Landlord

Improvements: Provided by Landlord

RCIT Costs: N/A

Market Data:

82013 Dr Carreon Blvd, Indio, CA	\$1.25
82451 Highway 111, Indio, CA	\$2.25
81765 Highway 111, Indio, CA	\$1.85

The County and the Law Library Board of Trustees shall enter into a sublease agreement for the use and occupancy of the premises by the County Law Library, Indio Branch, which will be submitted to the Board of Supervisors under separate cover.

1 **LEASE**
2 **BETWEEN THE COUNTY OF RIVERSIDE**
3 **AND NORCO CAPITAL, LLC**
4 **(46900A MONROE STREET, INDIO, CA)**
5

6 **NORCO CAPITAL, LLC**, a limited liability company herein called Lessor, leases
7 to the **COUNTY OF RIVERSIDE**, a political subdivision of the state of California herein
8 called County, the property described below under the following terms and conditions:

9 **1. Description.** The premises leased hereby consist of approximately
10 5,000 square feet located within that certain building located at 46900A Monroe Street,
11 Suite 101, Indio, California, also identified as Assessor Parcel Number 614-130-024,
12 as more particularly shown on Exhibit "A," attached hereto, and by this reference made
13 a part of this Lease.

14 **2. Use.**

15 (a) The premises are leased to County primarily for the purpose of
16 providing office space, for use by its Law Library, but may be used for any official
17 business of County government.

18 (b) County shall have the exclusive possession of the leased
19 premises and common usage of the walkways, driveways, vehicular parking spaces,
20 and other similar facilities maintained by Lessor for other tenants and the public.

21 **3. Term.**

22 (a) The Term of this Lease shall be for a period of twenty-four months
23 commencing upon substantial completion of the tenant improvements, which shall not
24 exceed 20 days after County's approval and execution of this Lease and is anticipated
25 to be on April 1, 2013, (the Commencement Date) which County can take useful
26 occupancy.

27 *///*
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1 **4. Options to Extend.** County shall have options to extend the term of this
2 Lease for two (2) separate and consecutive one (1) year periods, which options shall
3 be exercised in the following manner:

4 (a) The first option shall be exercised by County giving Lessor notice
5 of its election thereof, in writing, no later than sixty (60) days prior to the expiration of
6 the initial term of this Lease.

7 (b) The second option shall be exercised by County giving Lessor
8 notice of its election thereof, in writing, not later than sixty (60) days prior to the
9 expiration of the first extended term of this Lease.

10 **5. Rent.**

11 (a) Primary lease term. County shall pay to Lessor the monthly sums
12 as rent for the leased premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Months</u>
\$ 7,500.00	1-6
\$ 9,250.00	7-24

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14
15
16
17 (b) Option Periods. County shall pay to Lessor the monthly sums as
18 rent for the leased premises during the option periods, if exercised, as indicated below:

First Option Period	\$9,527.50 per month
Second Option Period	\$9,813.33 per month

19
20
21
22 Said monthly sums shall be payable, in advance, on the first day of the month or as
23 soon thereafter as a warrant can be issued in the normal course of County's business;
24 provided, however, in the event County cannot take occupancy of the leased premises
25 until after the first day of the month, the rental for the first and last months shall be pro-
26 rated on a thirty (30) day calendar basis, payable on the date of occupancy for the first
27 month and on the first day of the last month, or as soon thereafter as a warrant can be
28 issued in the normal course of County's business.

1 **6. Custodial.**

2 (a) **Custodial Services.** Lessor shall provide, or cause to be
3 provided, and pay for all custodial services in connection with the Leased Premises
4 and such services shall be provided as set forth in the attached Exhibit "C." County
5 shall reimburse Lessor for the costs of janitorial services plus a ten (10%)
6 administrative fee monthly upon invoicing by Lessor. The provider of such custodial
7 services will perform background checks through LiveScan or in the manner specified
8 by County, of qualified permanent and temporary employees to determine their
9 suitability for employment. The provider will be bonded in the sum of \$10,000.00, and
10 proof of such insurance, as supplied by the Lessor, shall be furnished prior to
11 occupancy of Premises by County. In addition to bonding as required herein, Lessor
12 shall also receive proof of statutory workers' compensation insurance, commercial
13 general liability and vehicle liability insurance from the provider of any custodial
14 functions performed at the Premises location.

15 (b) **County's Right to Provide Custodial Service.** If County
16 provides written notice to Lessor of an event or circumstance that requires the action of
17 Lessor with respect to the custodial services as set forth in Paragraph 6 and Exhibit
18 "B", and Lessor fails to provide such action as required by the terms of this Lease
19 within three (3) days of County's notice, County may take the required action to provide
20 custodial services by its staff or those of a custodial contractor if: (1) County delivers to
21 Lessor an additional written notice advising Lessor that County intends to take the
22 required action if Lessor does not begin the required action within forty-eight (48) hours
23 after the written notice; and (2) Lessor fails to begin the required work within this forty-
24 eight (48) hour period. For purposes of this Section, notice given by fax or e-mail shall
25 be deemed sufficient.

26 **7. Utilities.** County shall pay for all electric, water, gas and telephone
27 services used in connection with the interior of the leased premises. Lessor shall
28 provide, or cause to be provided, and pay for all other utility services, including, but not

1 limited to, water, gas, refuse collection and sewer services, as may be required in the
2 maintenance, operation and use of the common areas of the shopping center.

3 **8. Maintenance.**

4 (a) Lessor warrants that the leased premises shall be in good and
5 suitable condition for the uses contemplated herein at such time as County can take
6 occupancy. County shall keep the interior of the leased premises in such good
7 condition and maintain and repair the interior of the leased premises., Lessor shall
8 maintain the exterior of the leased premises, including, but not limited to, pest control
9 services, exterior windows, storefronts, exterior doors, roof, drainage, rooftop HVAC,
10 sidewalks, landscaped areas, exterior lighting, trash, parking lots and parking lot
11 sweeping in good working condition and repair and in compliance with all laws,
12 ordinances, rules and regulations, including, but not limited to, the Americans with
13 Disabilities Act.

14 (b) Notwithstanding the provisions contained in Paragraph 8(a) above,
15 in the event an emergency arises which requires or necessitates repairs to the leased
16 premises in order to insure the health and safety of persons or property or both, and
17 Lessor fails, or refuses, to make such repairs in an expeditious manner, County may
18 undertake such repairs and notify Lessor thereof in writing promptly thereafter. The
19 costs and expenses of such repairs may be deducted from any rents due hereunder.

20 **9. Improvements by Lessor.**

21 (a) Lessor, at its expense, shall prepare the leased premises for
22 useful occupancy as shown on Exhibits "B-1" and "B-2," attached hereto and by this
23 reference made a part of this Lease.

24 (b) Lessor shall comply and stay current with all applicable building
25 standards, which may change from time to time, including but not limited to, the
26 Americans with Disabilities Act in preparing the premises for occupancy as specified in
27 Paragraph 9(a) above.

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1 **10. Improvements by County.**

2 (a) Any alterations, improvements or installation of fixtures to be
3 undertaken by County shall have the prior written consent of Lessor after County has
4 submitted plans for any such proposed alterations, improvements or fixtures to Lessor
5 in writing. Such consent shall not be unreasonably withheld by Lessor.

6 (b) All alterations and improvements made, and fixtures installed, by
7 County shall remain County property and may be removed by County at or prior to the
8 expiration of this Lease; provided, however, that such removal does not cause injury or
9 damage to the leased premises, or in the event it does, the premises shall be restored.

10 **11. Signage.** Lessor consents to County's placement of signage on the front
11 exterior of the building which orients Dr Carreon Boulevard and on the side exterior of
12 the building which orients Monroe Street. Said signage shall be installed at the
13 County's sole cost and expense.

14 **12. Indemnification and Hold Harmless.**

15 (a) Lessor shall indemnify and hold harmless the County Parties from
16 any liability, including, but not limited to, property damage, bodily damage, bodily injury,
17 or death, or from any services provided by Lessor Parties or any act, error, omission, of
18 Lessor Parties or of any invitee, guest, or licensee of Lessor in, on, or about the Project
19 arising out of, from or in any way relating to this Lease. When indemnifying County
20 Parties, Lessor shall defend at its sole cost and expense, including but not limited to,
21 attorney fees, cost of investigation, defense and settlements or awards, on behalf of
22 the County parties in any claim or action based upon such liability.

23 (b) County shall indemnify and hold harmless the Lessor Parties
24 from any liability, including, but not limited to, property damage, bodily injury, or death,
25 based or asserted on events which may occur within the County leased premises and
26 is under the control of the County arising out of or from its use and occupancy relating
27 to this Lease. County Parties shall not indemnify Lessor Parties for liability arising
28 within the County leased Premises when such liability arose out of or from Lessor's

1 responsibilities under the terms of this Lease. County shall defend at its sole cost and
2 expense, including, but not limited to, attorney fees, cost of investigation, defense and
3 settlements or awards, on behalf of the Lessor Parties in any claim or action based
4 upon such liability.

5 (c) With respect to any action or claim subject to indemnification
6 herein, the indemnifying party shall, at their sole cost, have the right to use counsel of
7 their choice and shall have the right to adjust, settle, or compromise any such action or
8 claim without the prior consent of the indemnified party; provided, however, that any
9 such adjustment, settlement or compromise in no manner whatsoever limits or
10 circumscribes the indemnifying party's obligation to indemnify as set forth herein.

11 (d) The indemnifying party's obligation hereunder shall be satisfied
12 when they have provided the indemnified party the appropriate form of dismissal
13 relieving the indemnified party from any liability for the action or claim involved.

14 (e) The specified insurance limits required in this Lease shall in no
15 way limit or circumscribe the indemnifying party's obligation to indemnify as set forth
16 herein.

17 (f) In the event there is conflict between this clause and California
18 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
19 2782. Such interpretation shall not relieve the indemnifying party's obligation to
20 provide indemnification to the fullest extent allowed by law.

21 (g) **Survival of Indemnification.** The paragraphs of this Paragraph
22 12 shall survive the expiration or earlier termination of this Lease until all claims against
23 County Parties involving any of the indemnified matters are fully, finally, and absolutely
24 barred by the applicable statutes of limitations.

25 **13. Insurance.**

26 (a) **Lessor's Insurance.** Without limiting or diminishing any
27 indemnification contained within this Lease, Lessor and/or their authorized
28 representatives, including, if any, a property management company, shall procure and

1 maintain or cause to be maintained, at its sole cost and expense, the following
2 insurance coverage during the term of this Lease.

3 (b) **Workers' Compensation.** Workers' Compensation Insurance
4 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
5 Employers' Liability (Coverage B) including Occupational Disease with limits not less
6 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
7 subrogation in favor of The County of Riverside.

8 (c) **Commercial General Liability.** Commercial General Liability
9 Insurance coverage, including but not limited to, premises liability, contractual liability,
10 products/completed operations, personal and advertising injury, cross liability coverage
11 and employment practices liability covering bodily injury, property damage, and
12 personal injury arising out of or relating, directly or indirectly, to the design,
13 construction, maintenance, repair, alteration and ownership of the Premises and all
14 areas appurtenant thereto including claims which may arise from or out of Lessor's
15 operations, use, and management of the Premises, or the performance of its
16 obligations hereunder. Policy shall name the County of Riverside, its Special Districts,
17 Agencies, Districts and Departments, their respective Directors, Officers, Board of
18 Supervisors, elected and appointed officials, employees, agents, independent
19 contractors or representatives as an Additional Insured. Policy limits shall not be less
20 than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit,
21 it shall apply separately to this Lease or be no less than two (2) times the occurrence
22 limit.

23 (d) **Vehicle Liability.** If vehicles or licensed mobile equipment are
24 used on the Project, Lessor shall maintain auto liability insurance for all owned, non-
25 owned or hired automobiles in an amount not less than \$1,000,000 per occurrence
26 combined single limit. Policy shall name the County of Riverside, its Special Districts,
27 Agencies, Districts, and Departments, their respective Directors, Officers, Board of
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1 Supervisors, elected and appointed officials, employees, agents, independent
2 contractors or representatives as Additional Insured.

3 (e) **Property** (Physical Damage).

4 (1) All-Risk real property insurance coverage, including
5 earthquake and flood, if applicable, for the full replacement cost value of buildings,
6 structures, fixtures, all improvements therein, and building systems on the Project as
7 the same exists at each early anniversary of the term. Policy shall include Business
8 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for
9 off-premises power failure. Policy shall name the County as a Loss Payee as their
10 interests may appear.

11 (2) Boiler and Machinery insurance providing coverage for at
12 least but not limited to, all high voltage electrical and rotating mechanical equipment on
13 a full replacement cost value basis. Policy shall provide Business Interruption, Extra
14 Expense, and Expediting Expense coverage as well as coverage for off-premises
15 power failure. Policy shall name the County as a Loss Payee as their interests may
16 appear.

17 (3) During such time, prior to the commencement of this Lease
18 while Lessor is preparing the Premises in accordance with Exhibit "B," Lessor shall
19 keep or require its Contractor to keep in full force and effect, a policy of Course of
20 Construction Insurance covering loss or damage to the Premises for the full
21 replacement value of such work. The Named Insured shall include the Lessor, County
22 and Contractor as their interests appear. Lessor or their Contractor shall be
23 responsible for any deductible payments that result from a loss at the Premises under
24 this coverage. If, at the time of any loss to the property described on Exhibit "B," it is
25 determined that the insurance has not been carried or the insurance does not cover the
26 loss of property being installed, the Lessor shall be responsible to pay the loss without
27 contribution from the County.

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1 (f) **General Insurance Provisions – All Lines.**

2 (1) Any insurance carrier providing Lessor's insurance
3 coverage hereunder shall be admitted to the State of California and have an A.M.
4 BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in
5 writing, by the County Risk Manager. If the County's Risk Manager waives a
6 requirement for a particular insurer such waiver is only valid for that specific insurer
7 and only for one policy term.

8 (2) The Lessor or Lessor's insurance carrier(s) must declare its
9 insurance deductibles or self-insured retentions. If such deductibles or self-insured
10 retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall
11 have the prior written consent of the County Risk Manager before the commencement
12 of the Lease term. Upon notification of deductibles or self-insured retentions which are
13 deemed unacceptable to the County, at the election of the County's Risk Manager,
14 Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured
15 retentions as respects this Agreement with the County, or 2) procure a bond which
16 guarantees payment of losses and related investigations, claims administration,
17 defense costs and expenses.

18 (3) At the inception of this Lease and annually at the Lessor's
19 insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to
20 furnish the County of Riverside with 1) a properly executed original Certificate(s) of
21 Insurance and certified original copies of Endorsements effecting coverage as required
22 herein; or, 2) if requested to do so orally or in writing by the County Risk Manager,
23 provide original Certified copies of policies including all Endorsements and all
24 attachments thereto, showing such insurance is in full force and effect. Further, said
25 Certificate(s) and policies of insurance shall contain the covenant of the insurance
26 carrier(s) shall provide no less than thirty (30) days written notice be given to the
27 County of Riverside prior to any material modification or cancellation of such insurance.
28 In the event of a material modification or cancellation of coverage, this Lease shall

1 terminate forthwith, unless the County of Riverside receives, prior to such effective
2 date, another properly executed original Certificate of Insurance and original copies of
3 endorsements or certified original policies, including all endorsements and attachments
4 thereto evidencing coverage and the insurance required herein is in full force and
5 effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign
6 the original endorsements for each policy and the Certificate of Insurance.

7 (4) It is understood and agreed by the parties hereto and the
8 Lessor's insurance company(s) that the Certificate(s) of Insurance and policies shall so
9 covenant and shall be construed as primary insurance, and the County's insurance
10 and/or deductibles and/or self-insured retentions or self-insured programs shall not be
11 construed as contributory.

12 **14. Options to Terminate.**

13 (a) County shall have the option to terminate this Lease of the leased
14 premises are destroyed or damaged to the extent that they cannot be repaired within
15 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the
16 duty of the Lessor to make such repairs promptly, and during said period, the rent shall
17 abate pro rata as to any portion of the leased premises not usable by the County.
18 County reserves the right to determine what, if any portions of the leased premises are
19 usable.

20 (b) County shall have the right to terminate this after eighteen (18)
21 months from the Commencement Date of this lease provided County gives Lessor
22 ninety (90) days advanced written notice and pays Lessor a lease termination fee in
23 the amount of twenty-seven thousand, seven hundred, and fifty dollars (\$27,750.00).

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1 **15. Notices.** Any notices required or desired to be served by either party
2 upon the other shall be addressed to the respective parties as set forth below:

3		
4	County:	Lessor:
5	County of Riverside	Norco Capital, LLC
6	Economic Development Agency	11790 Jersey Boulevard
7	Real Estate Division	Rancho Cucamonga, CA 91730-4935
8	3403 Tenth Street, Suite 500	Att: David Wu
9	Riverside, California 92501	

10
11 or to such other addresses as from time to time shall be designated by the respective
12 parties.

13 **16. Quiet Enjoyment.** Lessor covenants that County shall at all times during
14 the term of this Lease peaceable and quietly have, hold and enjoy the use of the
15 leased premises so long as County shall fully and faithfully perform the terms and
16 conditions that it is required to do under this Lease.

17 **17. Binding on Successors.** The terms and conditions herein contained
18 shall apply to and bind the heirs, successors in interest, executors, administrators,
19 representatives and assigns of all the parties hereto.

20 **18. Severability.** The invalidity of any provision in the Lease as determined
21 by court of competent jurisdiction shall in no way affect the validity of any other
22 provision hereof.

23 **19. Venue.** Any action at law or in equity brought by either of the parties
24 hereto for the purpose of enforcing a right or rights provided for by this Lease shall be
25 tried in a court of competent jurisdiction in the County of Riverside, State of California,
26 and the parties hereto waive all provisions of law providing for a change of venue in
27 such proceedings to any other county.

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1 **20. Attorneys' Fees.** In the event of any litigation or arbitration between
2 Lessor and County to enforce any of the provisions of this Lease or any right of either
3 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the
4 successful party all costs and expenses, including reasonable attorneys' fees, incurred
5 therein by the successful party, all of which shall be included in and as a part of the
6 judgment rendered in such litigation or arbitration.

7 **21. County's Representative.** County hereby appoints the Assistant County
8 Executive Officer/EDA as its authorized representative to administer this Lease.

9 **22. Entire Lease.** This Lease is intended by the parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof and supersedes
12 any and all prior and contemporaneous leases, agreements and understandings, oral
13 or written, in connection therewith. This Lease may be changed or modified only upon
14 the written consent of the parties hereto.

15 **23. Interpretation.** The parties hereto have negotiated this Lease at arm's
16 length with advice of their respective attorneys, and no provision contained herein shall
17 be construed against County solely because it prepared this Lease in its executed
18 form.

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1 **24.** This Lease shall not be binding or consummated until its approval by the
2 County.

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4 Dated: _____

5
6 COUNTY OF RIVERSIDE

NORCO CAPITAL, LLC (Lessor)

7
8
9 By: _____
10 **JOHN J. BENOIT**
11 **CHAIRMAN, BOARD OF SUPERVISORS**

By: 
12 David Wu

13 APPROVED AS TO FORM:
14 Pamela J. Walls
15 County Counsel

16 By: 
17 Patricia Munroe
18 Deputy County Counsel

19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of the Board

22
23 By: _____
24 Deputy

EXHIBIT A



Selected parcel(s):
614-130-024

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue Mar 05 10:49:24 2013

Version 121101

EXHIBIT B-1

SCOPE OF WORK

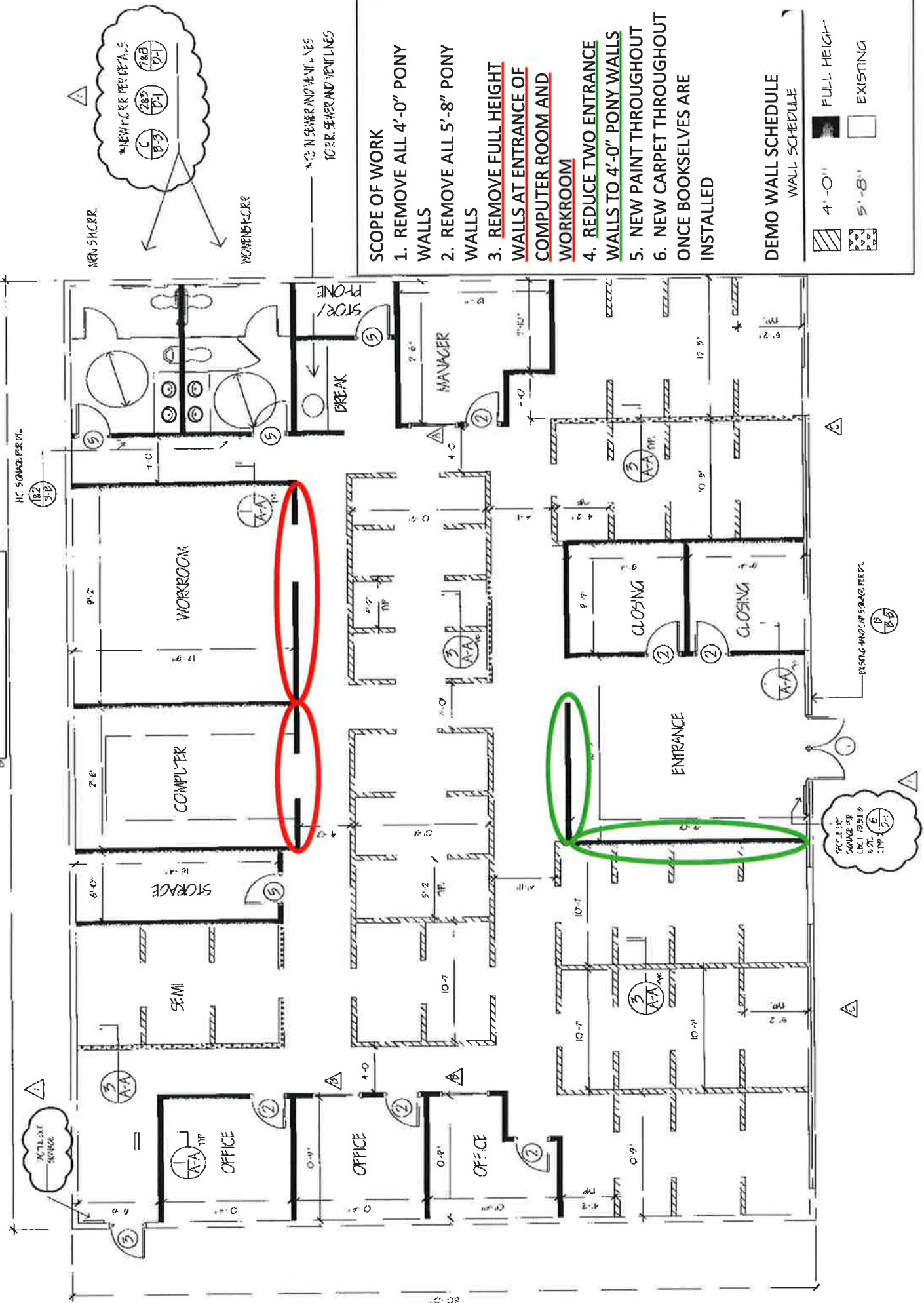
TENANT IMPROVEMENTS [SEE EXHIBIT B-2]

1. REMOVE ALL 4'-0" PONY WALLS
2. REMOVE ALL 5'-8" PONY WALLS
3. REMOVE FULL HEIGHT WALLS AT ENTRANCE OF COMPUTER ROOM AND ENTRANCE TO WORK ROOM
4. REDUCE TWO ENTRANCE WALLS TO 4'-0" PONY WALLS
5. NEW PAINT THROUGHOUT
6. NEW CARPET THROUGHOUT ONCE BOOKSELVES ARE INSTALLED

DEMO WALL SCHEDULE

WALL SCHEDULE			
	4'-0"		FULL HEIGHT
	5'-8"		EXISTING

EXHIBIT B-2



**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:

A. **Daily:**

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

E. Semi-Annually – All Areas:

1. All Areas:
 - a. Clean and polish all baseboards.
 - b. Damp clean lobby and reception chairs.
 - c. Clean carpeted surfaces-use a water extraction method.

F. Annually – All Areas:

1. All resilient and hard surface floors:
 - a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.