

- d. Ordering and maintain cleaning supplies and maintenance equipment;
- e. Conducting basic repairs on landscaping and maintenance equipment;
- f. Replacing light fittings and broken glass;
- g. Ensuring the safe handling and storage of volatile cleaning liquids and gasoline; and
- h. Ensuring that utility projects have been completed and signed off.

**2. Guidelines and Policies** – The CLIENT shall furnish the AGENCY from time to time copies/details of operating guidelines, policies, rules and regulation in addition to standard janitorial procedures which require janitorial services participation. The agency hereby covenants to faithfully and effectively perform and implement the janitorial aspects of such guidelines, rules and regulations in consultation with the client.

**3. Deployment of Utility Personnel** - The AGENCY in undertaking this Janitorial Agreement shall deploy at its own account two (2) Licensed Professional Utility Workers, herein agreed upon or in any such number that the CLIENT may require consistent with the mutually agreed upon janitorial plan as directed by the CLIENT. Notwithstanding any provision to the contrary, it is agreed that prior to deployment, utility workers intended to deploy should first be approved for posting by said client. For this purpose, the agency shall submit the names, photocopy of application form with credentials of all suggested personnel, together with the endorsement from **KAMANDAG SECURITY AND MANPOWER AGENCY** duly signed by the authorized representative. No utility worker shall be posted at said client without the approval of the latter. However, Utility Worker may increase or decrease depending on the needs and requirements of the said client.

**4. Supervision and Control** – The AGENCY shall at all times, have full responsibility, supervision and control over proper discharge of the duties of its utility workers and shall be responsible for acts or omissions thereof. The AGENCY and the client must have mutual understanding in terms of supervision on utility worker on duty with said client.

**5. Removal of Utility Worker** – Utility Workers may be removed, shifted or rotated either by the AGENCY or the CLIENT. The CLIENT has the right to immediately order the pull out of any utility worker/s upon notice to the AGENCY, when the utility worker/s is/are involved in non-performance of duties or in any case of misconduct or anomaly.

**In case of removal**, shifting or rotation of utility worker initiated by the AGENCY, the following rules shall be followed:

5.a. The AGENCY shall provide a written notice of any movement of utility workers within seven (7) days from intended date of relocation and/or removal.

5.b. In case of removal, the same must first be approved by said CLIENT. No removal of utility workers shall be implemented unless with written consent first secured from the said CLIENT.

**6. Uniform and Equipment** – The AGENCY shall provide the CLIENT with utility workers who shall be in proper and complete uniform, as may be necessary to carry out the purpose of this agreement and as may be reasonably required.

**7. No Employer – Employee Relationship** – The janitorial personnel assigned to the CLIENT are, and shall remain at all times during the times of this contract, the AGENCY'S employees and the AGENCY shall have full responsibility and liability for compliance with existing labor laws and other regulations and those that may hereafter be promulgated. However, in any case a

new wage order will be implemented by laws which affects the aforesaid locality the AGENCY