



CITY OF ROHNERT PARK
REQUEST FOR PROPOSALS
FOR
JANITORIAL MAINTENANCE SERVICE

PRE-BID CONFERENCE & TOURS

DATE: January 9, 2024 at 9:00 am

LOCATION: City of Rohnert Park
Council Chambers
130 Avram Avenue
Rohnert Park, California

BID MAILING: December 12, 2023
BID OPENING: January 25, 2024 by 2:00 pm

Delivered to:
City of Rohnert Park
Public Works Department
Attention: Angie Smith, Purchasing Agent
600 Enterprise Drive
Rohnert Park, California 94928

or

Email to:
asmith@rpcity.org



December 12, 2023

**NOTICE OF REQUEST FOR PROPOSALS
FOR
JANITORIAL MAINTENANCE SERVICE**

NOTICE IS HEREBY GIVEN THAT the City of Rohnert Park is seeking proposals for Janitorial Maintenance Service, which is more particularly described in the Bid Packet.

A pre-bid conference and tours will be held Tuesday, January 9, 2024 at 9:00 a.m. All contractors shall meet on said date and time at the City of Rohnert Park, Council Chambers, 130 Avram Avenue, Rohnert Park, California.

The facilities to be maintained are described in the specification section of this proposal. Bidders are requested to investigate and to become familiar with the facilities and their conditions. Failure to do so will not be grounds for the statement on the part of the Contractor that they did not understand the conditions of the bid.

Inspection of the facilities, **the pre-bid conference** and tours are detailed in the bid packet. For additional information concerning services to be provided contact:

Angie Smith
Purchasing Agent
City of Rohnert Park
600 Enterprise Drive
Rohnert Park, CA 94928
Telephone: 707-585-6740
FAX: 707-588-3333
E-mail: asmith@rpcity.org

Bids Due by: Thursday, January 25, 2024 by 2:00 pm at the City of Rohnert Park, Public Works, Attn: Purchasing Agent, 600 Enterprise Drive, Rohnert Park, California.

CITY OF ROHNERT PARK

Angie Smith

Angie Smith
Purchasing Agent



**BID PROPOSAL/CONTRACT
FOR
JANITORIAL MAINTENANCE SERVICE**

The following prices should be in accordance with terms, conditions and work specifications contained herein:

LOCATIONS (Items may be awarded separately)	BUILDING SQUARE FEET	TOTAL MONTHLY COST/ITEM	TOTAL YEARLY COST/ITEM
1. City Hall, 130 Avram Avenue	14,400	\$ _____	\$ _____
2. Performing Arts Center, 5409 Snyder Lane	45,000	\$ _____	\$ _____
3. Public Safety Main, 500 City Hall Drive	34,000	\$ _____	\$ _____
4. Animal Shelter, 301 J Rogers Lane	10,713	\$ _____	\$ _____
5. Sports Center, 5405 Snyder Lane	33,000	\$ _____	\$ _____
TOTAL		\$ _____	\$ _____

PARTY CLEAN-UPS ONLY
(As Scheduled or Needed)

**TOTAL/PARTY CLEAN-UP
4 HOUR FLAT RATE**

1. Burton Recreation, 7421 Burton Avenue	6,000	\$ _____
2. Community Center, 5401 Snyder Lane	20,792	\$ _____
3. Sports Center, 5405 Snyder Lane	33,000	\$ _____
4. Performing Arts Center, 5409 Snyder Lane	45,000	\$ _____
5. Senior Center, 6800 Hunter Drive, Suite A	10,845	\$ _____

ON-CALL RATE

"On-Call" hourly rate to cover "On-Call" performance \$ _____/hr



**BID PROPOSAL/CONTRACT
FOR
JANITORIAL MAINTENANCE SERVICE**

LOCAL VENDOR PREFERENCE CLAIMED: _____ YES _____ NO
(See LOCAL VENDOR PREFERENCE, in GENERAL PROVISIONS and attach copy of your City Business License.)

WILL YOU, AS SUCCESSFUL BIDDER, EXTEND THE PRICES OFFERED IN THIS BID PROPOSAL TO OTHER CITY, COUNTY AND/OR OTHER GOVERNMENTAL AGENCIES?
_____ YES _____ NO

CONTRACT PERIOD: Proposal to cover a four (4) year period, tentatively beginning May 1, 2024 and ending April 30, 2028, with the possibility of two (2) one-year extensions.

Proposal Announcement Date:	Tuesday, December 12, 2023
Pre-Bid Conference & Tours	Tuesday, January 9, 2024 at 9:00 am
Proposal Due Date:	Thursday, January 25, 2024, no later than 2:00 pm.

Name and Address of Bidder:	Signature of Person Authorized to Sign:
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Contractor's License No. _____

Rohnert Park Business License No.

Phone Number:

Please Type Signer's Name and Title

Date of Bid Proposal: _____

GENERAL PROVISIONS

BID PROPOSALS: Contractors are required to submit a bid proposal on all items. Bid Proposal submittals that do not have all items will not be considered. A City Business License is required prior to performing work within the City.

SUBMISSIONS OF BID PROPOSALS: Each bid proposal must be submitted on the prescribed form via email or delivered by due date.

AWARD: The City of Rohnert Park reserves the right to accept bid proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all bid proposals; to waive any informality in the bids; and to accept the bid proposal that appears to be in the best interest of the City.

All proposals must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

LOCAL VENDOR PREFERENCE: A one percent (1%) preference shall be granted to local bidders. A local bidder is defined as a business entity with its principal place of business located within the city limits of the City of Rohnert Park. To qualify for the preference, local bidders must submit proof of the address of its principal place of business and a copy of their current City Business License. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business License must be submitted with each bid proposal for which a preference is claimed. The total amount of preference granted in a single bid shall not exceed \$5,000.00. Local preference only applies to procurement of material, supplies, equipment, or services, and will not apply to bid proposals conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant funds.

BID PROPOSAL POSTPONEMENT AND AMENDMENT: The City of Rohnert Park reserves the right to revise or amend the specifications up to the time set for opening of bid proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed in the City's Request for Proposals list for this material/service, or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices propose, or both, the date set for opening of bid proposals may be postponed by such number of days as in the opinion of the City shall enable contractors to revise their bid proposals.

SINGLE BID PROPOSAL RESPONSE: If only one bid proposal is received in response to the Request for Proposals, a detailed cost bid proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

BID PROPOSAL WITHDRAWAL: After the bid proposals are opened, bids may not be withdrawn for sixty (60) calendar days. Prior to the date/time set for the bid opening, however, bid proposals may be modified or withdrawn by the contractor's authorized representative in writing by email notification.

BIDDER INVESTIGATION: Before submitting a bid proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting

the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the contractor receives an award as a result of its bid proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.

PRE-BID CONFERENCE: A pre-bid conference and tours of each facility included in the contract will be held as follows:

Tuesday, January 9, 2024 at 9:00 am beginning at:

1. City Hall, 130 Avram Avenue	14,400	Full Service 3 days/week
2. Senior Center, 6800 Hunter Drive, Suite A	10,845	Party Clean-ups as needed
3. Burton Recreation, 7421 Burton Avenue	6,000	Party Clean-ups as needed
4. Community Center, 5401 Snyder Lane	20,792	Party Clean-ups as needed
5. Sports Center, 5405 Snyder Lane	33,000	Full Service 3 days/week
a. Sports Center		Party Clean-ups as needed
6. Performing Arts Center, 5409 Snyder Lane	45,000	Full Service 4 days/week
a. Performing Arts Center,		Party Clean-ups as needed
7. Public Safety Main, 500 City Hall Drive	34,000	Full Service 3 days/week
8. Animal Shelter, 301 J Rogers Lane	10,713	Full Service 4 days/week

COMPETENCY OF CONTRACTORS: No bid proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a bid form has not been provided and who has not successfully performed on projects of similar character and scope. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and contractor shall furnish the City all information requested for this purpose.

QUALIFICATIONS AND REQUIREMENTS OF CONTRACTOR: All work will be accomplished by qualified personnel. In the event uncorrected workmanship continues for the same cause after three (3) written notices to the contractor from the City Manager or his/her designee, such continued failure to correct shall constitute grounds for termination of the contract.

All Contractor personnel who will be working in City of Rohnert Park facilities during this contract are required to be fingerprinted by a City of Rohnert Park Public Safety official. This security check must be completed and a photo security clearance badge issued prior to said personnel beginning any work. Contractor personnel who do not have clearance will not be allowed in any City facility.

Repeated failure to perform the janitorial maintenance as outlined can be grounds for termination of this Contract.

The Contractor will be responsible for the following estimated costs for security check and photo badge for each employee working in City Facilities.

Fingerprinting & Photo Badge:	
State & Federal Fees	\$49.00
Rolling Admin Fee	\$20.00
Photo Clearance Identification Card	\$20.00
<u>TOTAL Due by Contractor to City of Rohnert Park</u>	<u>\$89.00</u>

No person, in the employ of the Contractor or who will be considered for employment to work in any City facilities, shall have been convicted of a felony or crime which relates to duties performed for the City. Any violation of this provision shall constitute grounds for termination of this Contract.

At least two (2) Contractor personnel must be used in the Department of Public Safety Main Station to perform the janitorial maintenance on a daily basis. The City has found that it is virtually impossible for one (1) person to adequately clean this facility within one (1) shift.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the Insurance in the schedule of the Request for Proposals.

The Contractor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the City and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Rohnert Park.

CONTRACT PERIOD: Proposal covers a four (4) year period, tentatively beginning May 1, 2024 and ending April 30, 2028, with the possibility of two (2) one-year extensions.

CHARGE FOR WORK NOT PERFORMED: In the event that the work schedules is not followed and a City employee or private contractor must perform these duties a charge of \$25.00 per hour per incident, with a minimum of charge of one (1) hour will be imposed on the contractor.

In connection with any cash discount specified on this bid, time will be computed from the date correct invoices are received in the City Finance Department. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant of check.

PAYMENT TO THE CONTRACTOR: Payment will be made on a calendar-month basis in arrears. The contractor shall submit their invoice to the City of Rohnert Park, Attn: Accounts Payable, 130 Avram Avenue, Rohnert Park, CA, 94928. In the event this contract becomes effective or terminates during the course of a month, the amount paid to the contractor for the part of the month shall be determined by prorating the amount on the basis of the number of calendar days involved.

In connection with any cash discount specified on this bid proposal, time will be computed from the date correct invoices are received in the City Finance Department. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant of check.

MODIFICATIONS: This agreement shall not be modified, except in writing, by contract amendment, executed by all parties. Oral change orders are not permitted. No change in this Request for Proposals or resulting contract shall be made unless the City of Rohnert Park gives its prior written approval therefore. The contractor shall be liable for all costs resulting from and/or for satisfactory correcting, any specification changes nor properly ordered by written modification to the contract and signed by the City of Rohnert Park

TERMINATION OF CONTRACT: If at any time, in the opinion of the City Council, upon recommendation of the City Manager, 1) contractor fails to conform to the requirements of this contract; 2) contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against contractor which may interfere with the performance of the contract; or 4) contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the City Manager within the time specified in such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have to terminated the contract. Any excess of the cost arising therefrom will be charged against the contractor and his sureties, who will be liable thereof. In the event of such termination, all monies due the contractor or retained under terms of the contract shall be forfeited to the City, but such forfeiture will not release the contractor or his sureties from liability for failure to fulfill the contract.

ASSIGNMENT AND SUBCONTRACTING: The contractor shall not assign or subcontract work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under the contract, not claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the contractor upon notice for the City. The contractor shall be fully responsible and accountable to the City for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

NOTE: THE CITY ADVISES ALL PROSPECTIVE CONTRACTORS TO CAREFULLY READ THE CONTRACT INSURANCE REQUIREMENTS LISTED IN EXHIBIT A. IT IS ALSO ADVISED THAT PRIOR TO SUBMITTING A BID PROPOSAL, CONTRACTORS SHOULD HAVE THEIR INSURING AGENCY REVIEW THE CITY'S INSURANCE REQUIREMENTS TO DETERMINE IF THEIR CARRIER(S) WILL COMPLY WITH THE ADDITIONAL INSURED BY ENDORSEMENT AND CANCELLATION LANGUAGE THAT IS REQUIRED. ALL CERTIFICATES OF INSURANCE AND ENDORSEMENTS MUST BE SUBMITTED TO THE CITY FOR APPROVAL AFTER AWARD OF BID. FAILURE TO COMPLY WITH THE

INSURANCE REQUIREMENTS STATED HEREIN, AFTER AWARD OF BID WILL BE JUST CAUSE FOR ANNULMENT OF AWARD.

FAILURE TO COMPLY WITH THIS LANGUAGE WILL CAUSE A DELAY IN THE CONTRACT OR PAYMENT.

LEGALITY: If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IMMIGRATION REFORM CONTROL ACT OF 1986: Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

NON-COLLUSION AFFIDAVIT: The contractor declares, by signing and submitting a bid proposal that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SB1383 REQUIREMENTS: All bidders for the City of Rohnert Park must integrate waste diversion in alignment with SB1383 organic waste reduction goals. To ensure contractors contribute effectively, bids must include a detailed waste diversion plan outlining strategies for organic waste reduction. Mandatory training for janitorial staff on SB1383 compliance is a requisite, with proof of training submission as part of the bid. Bid submissions should detail waste sorting procedures, equipment provision, and a proposed reporting system for ongoing documentation of waste diversion efforts. Contractors are expected to address compliance verification, corrective actions, and continuous improvement in their bids, fostering open communication channels for collaboration with the City of Rohnert Park. The bid must explicitly assure legal compliance and designate contacts for training verification, compliance inquiries, and ongoing communication.

ENTIRE AGREEMENT: This agreement is the entire agreement between parties.

PROPOSAL CONTENTS: This proposal consists of Request for Proposals, Provisions, Specification, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

SPECIAL PROVISIONS & SPECIFICATIONS

All questions or concerns to be directed to the City's Project Manager, Angie Smith, Purchasing Agent, at (707) 585-6740.

CHANGES: The City may at any time, by giving fifteen (15) days written notice, delete or add to the scope of the work as set forth in the specifications. If such changes cause an increase or decrease in the amount due under the Contract, an equitable adjustment shall be made and the Contract amended in writing accordingly. Changes in the scope of five percent (5%) or less per bid item, shall not be cause for adjustment.

DAMAGE TO EXISTING PROPERTY: The contractor will be held responsible for any damage to existing real property, work, materials or equipment because of his operations and shall repair or replace any damaged real property, work, or materials or equipment to the satisfaction of, and at no additional cost to, the City.

The Contractor shall observe all pertinent safety practices and comply with any applicable safety regulations.

DEFECTIVE WORK: If the City representative finds that repairs or changes are required in connection with this Contract, which in the opinion of the City representative are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, within five (5) days upon receipt of notice from the City representative, place in satisfactory condition in every particular all of such work, correct all defects therein and make good all damages.

SUPERVISION: The Contractor shall arrange for satisfactory supervision of all contract work. The Contractor or Contractor's supervisors shall be available at all times when the contract work is in progress and during the day to receive instructions from the City representative.

Contractor will provide a phone number where Contractor or Contractor's representative can be reached on weekends and evenings. Contractor agrees to return any phone call within one (1) hour of receipt. Repeated failure to return said calls within the specified period will result in a one percent (1%) penalty on the current invoice. Chronic failure to abide with this requirement will be grounds for cancellation of the contract.

Contractor will perform an investigation of all areas outlined in this bid proposal on a monthly basis with the City Manager or his designated representative.

INSPECTION: The Contractor shall accompany the City's representative on non-scheduled inspection tours of the specific areas when requested by the City representative.

ON-CALL/PARTY CLEAN-UPS: The Contractor must agree to an "on-call" capability in order to accommodate the City's requirements during special events. Such calls will be for set-up and take-down of tables and chairs, cleaning of table tops and chairs and general clean-up following special events. The Contractor will be responsible for such calls providing Contractor receives a minimum of three (3) days written notice of such special events. Bidding on this provision should be on a per-hour basis. Contractor is to submit the hourly charges to the City's authorized representative at the Community Center by the following Monday after the event(s). If hours go beyond the allowable time of four (4) hours, extra hours to be charged must also be reported to said authorized representative by the following Monday or **NO REIMBURSEMENT FOR EXTRA HOURS CAN BE CHARGED.** Payments for special events must be approved by the Community Services Director or his or her designee then processed by the Finance Department.

Contractor will provide an English-speaking supervisor on an "on-call" basis. Said supervisor must be available twenty-four (24) hours per day, seven (7) days a week.

REFERENCES: The bidder shall supply three (3) references of current contractors of the equipment/material/services offered in this proposal.

1. Company Name _____ Address _____
Contact _____ Phone _____
2. Company Name _____ Address _____
Contact _____ Phone _____
3. Company Name _____ Address _____
Contact _____ Phone _____

SPECIFICATIONS

WORK COVERED: The work covered under this specification consists of performing all operations in connection with the accomplishment of janitorial services on the following listed facilities which are owned and operated by the City of Rohnert Park. The Contractor shall furnish all labor, parts and equipment needed to perform satisfactorily the services herein specified. With the exception of paper towels, toilet paper, toilet seat covers, wastebasket liners and hand soap, the Contractor will furnish all supplies needed to satisfactorily perform the services herein specified.

CITY OF ROHNERT PARK FACILITIES

Facility	Address	Square Feet
1. City Hall	130 Avram Avenue	14,400
2. Performing Arts Center	5409 Snyder Lane	45,000
3. Public Safety Main	500 City Hall Drive	34,000
4. Animal Shelter	301 J Rogers Lane	10,713
5. Sports Center	5405 Snyder Lane	33,000
6. Burton Recreation	7421 Burton Avenue	6,000
7. Community Center	5401 Snyder Lane	20,792
8. Senior Center	6800 Hunter Drive, Suite A	10,845

CLEANING HOURS: All of the work is to be performed as stated in the following schedule. This work schedule may be altered by obtaining prior approval from the City Manager or his or her representative.

Janitorial cleaning services for most offices will be provided after the hour of 5:30 p.m. and before 7:00 a.m. or after regularly scheduled meetings in the Council Chambers and in any event shall not interfere with any meetings in progress. Public Safety cleaning service will be during business hours. All other janitorial services for the remaining facilities will be provided as stated in the attached schedule. All window washing shall be done during daylight hours. The Contractor may,

for Contractor's convenience and at no extra expense to the City, wash windows on weekends or holidays provided Contractor notifies and obtains approval of the City representative in advance.

It shall be the Contractor's responsibility to be aware of the current meeting schedules, holidays and other work routines of the City and its personnel and to conduct Contractor's work in such a manner as to cause no interference with the proper execution of City business.

All schedules for quarterly and semi-annual work must be established prior to each contract year. Said schedules must be submitted to the appropriate contact person in each department for their approval. Also, a master schedule for each year must be submitted to the Purchasing Agent prior to each contract year.

SECURITY: All spaces shall be locked and lights turned off when cleaning in each area is completed. Security lights and alarms (as directed) shall be turned on prior to leaving the facility.

Keys and alarm codes required by the Contractor will be issued by the City to a designated contractor employee under written custody receipt and shall be returned to the City on demand.

Any lost keys must be reported to the City representative immediately. The Contractor will be charged ten dollars (\$10.00) for each lost key made. Contractor shall not copy any City keys. Keys are to be made or copied only by the City.

CLEANING QUALITY REQUIREMENTS: Services performed under this Contract shall be subject to inspection and approval of the City representative. First quality cleaning will be required. Careless performance of the Contract work will not be tolerated. Unsatisfactory work will be called to the attention of the Contractor and Contractor will be required to correct the work deficiencies and improve the overall work results. Failure by the Contractor to comply with such requests will result either in the corrective work being performed by other means and the cost charged to the Contractor or in termination of the Contract.

EXCLUSIONS: The exterior building plazas, ornamental fountains, parking areas and landscaped areas are excluded from this Contract. Washing of skylights is also excluded.

REPORTS: A monthly report shall be prepared on the preceding month's work and submitted, within five (5) working days after the end of each month to the City's Project Manager.

WORK SCHEDULE: All janitorial work shall be performed in accordance with the work schedule and specifications attached. Definitions of the terms used in the description section of the schedule are as follows:

- | | |
|------------|---|
| Clean: | Remove all dirt, stains and marks with approved cleaner. |
| Sweep: | Remove all loose dirt and litter with a sweeping tool and cloth. In places difficult to sweep, use a brush or vacuum. |
| Disinfect: | Application of an approved anti-bacterial, germicidal treatment. |
| Damp Mop: | Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required and rinse. |

- Dust: Remove all loose dirt and debris. Treated cloths shall be used.
- Vacuum: Remove all surface and embedded dirt with a suction cleaner.
- Scrub: Remove all dirt, stains and marks with an approved cleaner.
- Strip: Remove accumulation of old floor finish, all surface dirt, stains and marks, rinse, dry and apply appropriate number of coats of approved floor finish.
- Damp Wipe: Remove all surface dirt with a damp cloth.
- Polish: Polish all chrome hardware with approved chrome polish.

EXCEPTIONS TO THE SPECIFICATIONS: Exceptions to the specifications of any bid items stated herein shall be fully described in writing by the bidder in the space provided below,

SPECIAL NOTE:

Carpets are not to be steamed cleaned. Other appropriate cleaning methods shall be used.

Contractor is responsible for posting the frequency schedule in a suitable location for all floor operations and window cleaning.

Clean awnings of all dirt. Protect against grime, pollutants and ultraviolet light damage.

LOCATION: ANIMAL SHELTER		WORK SCHEDULE	CONTRACTED SERVICES	
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS
1	RESTROOMS/LOCKER ROOM			
1-1	Toilets & Sinks	Clean, Disinfect & Deodorize	Daily	Bowl & Sink Whiten once a week
1-2	Dispensers (towel, toilet paper, seat covers, soap)	Clean & Fill	Daily	
1-3	Mirrors & Chrome Hardware	Clean & Polish	Daily	Scrub & Disinfect Monthly/Strip Wax 2 x year
1-4	Floors	Sweep, Damp Mop & Disinfect	Daily	
1-5	Doors & Walls	Dust, Damp Wipe & Spot Clean	Weekly	Wash & Polish Monthly
1-6	Walls by Sinks	Scrub & Disinfect	Daily	
1-10	Waste Cans	Empty	Daily	
2	FLOORS			
2-1	Laminate	Sweep, Damp Mop & Sanitize	Daily	Strip & Wax 2x year
	Resilient in Cat Rooms	Strip and Wax	Annually	
3	DOORS, WALLS & PARTITIONS			
3-1	Entrance Glass Doors	Clean	Daily	Saturday
3-2	Interior Glass	Clean	Quarterly	
3-3	Ledges & Window Sills	Dust	Once/Weekly	Saturday
3-4	Doors, Frames & Walls	Spot Clean	Once/Monthly	
3-5	Baseboards & Moulding	Spot Clean	Once/weekly	Saturday
3-6	Entrance Mats	Vacuum	Daily	
3-7	Work Station Tops	Dust/Clean	Once/Weekly	
4	MISCELLANEOUS			
4-1	Waste Cans	Empty & Wet Wipe & Rebag	Daily	Replace Liners as needed
4-2	Upholstered Furniture	wipe down	Quarterly	
4-3	Glass Windows	Clean	Once/Monthly	
4-4	Desks, Tables, Phones & Cabinets	Dust	Weekly	
5	EXTERIOR			
5-1	Entrances - Front & Rear	Sweep, Vacuum Mats	Daily	Strip and Wax Quarterly Washed w/Cleaner Monthly
5-2	Garbage Can	Empty	As Needed	
6	KITCHEN/LOUNGE/FOOD PREP ROOMS			
6-1	Sink & Chrome Hardware	Scour, Clean & Disinfect	Daily	Strip and Wax Quarterly Washed w/Cleaner Monthly
6-2	Counter Tops, Work Tables	Wipe & Clean	Daily	
6-3	Refrigerator & Microwave	Clean Exterior	Weekly	
6-4	Floors	Sweep/Damp Mop	Daily	
6-5	Wall, Door, Mouldings, Cabinets & Baseboards	Dust/Damp Wipe Dust/Damp Wipe	Daily Daily	

6-6	Paper Towel & Soap Dispenser	Clean/Fill	As Needed	
6-7	Waste Cans	Emptied and Rebagged	Daily	
7	OPERATING ROOM/CLINIC ROOMS			
7-1	Sink & Chrome Hardware	Scour, Clean & Disinfect	Daily	Wash & reseal 1x year
7-2	Floors	Sweep, Damp Mop & Disinfect	Daily	Washed w/Cleaner Quarterly
7-3	Wall, Door, Mouldings, Cabinets & Baseboards	Dust/Damp Wipe	Daily	
7-4	Paper Towel Dispenser	Dust/Damp Wipe	Daily	
7-5	Counter Tops, Work Tables	Clean/Fill	Daily/As Needed	
7-6	Waste Cans	Clean & Disinfect	Daily	Replace Liners as needed
8	SUPERVISOR OFFICE			
8-1	Carpet	Vacuumed	Daily	Cleaned annually
8-2	Work Tables, Window sills	dusted	Daily	
8-3	Waste Cans	Empty & rebag	As needed	

WORK SCHEDULE			CONTRACTED SERVICES	
LOCATION: CITY HALL			DAYS DONE:	Tues - Wed - Fri (3)
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS
1	RESTROOMS 1st and 2nd Floor			
1-1	Toilets, Sinks & Urinals	Clean, Disinfect & Deodorize	Daily	Bowl Whiten Friday
1-2	Dispensers (towel, toilet paper, seat covers, soap)	Clean & Fill	Daily	
1-3	Mirrors & Chrome Hardware	Clean & Polish	Daily	Chrome Polish Friday
1-4	Floors	Sweep & Damp Mop	Daily	Strip, Seal Quarterly
1-5	Partitions, Doors & Walls	Dust & Damp Wipe	Twice/Weekly	Tuesday & Friday
1-6	Walls by Sinks & Urinals	Damp Wipe	Twice/Weekly	Tuesday & Friday
1-7	Floor Drains	Seal	Once/Weekly	Friday
1-8	Baseboards	Clean	Daily	
1-9	Shower 1st Floor	Clean & Disinfect	Daily	
1-10	Floors	Damp Mop/Disinfect	Daily	Strip, Seal Quarterly
1-11	Walls & Doors	Damp Mop, Wipe & Spot Clean	As Needed	At Least Monthly
1-12	Chrome Fixtures	Clean & Polish	Daily	
1-13	Tile & Grout	Clean	Weekly	
2	Floors			
2-1	Tile	Sweep / Mop	Daily	Strip, Seal Quarterly
2-2	Carpets	Vacuum/Spot Clean	Daily	Clean Quarterly
2-3	Staircase front/rear	Vacuum/Spot Clean	Daily	Clean Quarterly
3	Windows			
3-1	Entrance Glass Doors	Clean	Daily	
3-2	Interior Glass Doors, Stair Case Glass	Clean	Daily	
	Upstairs lobby, front counter			
3-3	Exterior Windows	Clean	Quarterly	
3-4	Interior Windows	Clean	Quarterly	
3-5	Ledges & Window Sills	Dust	Twice/Weekly	Tuesday & Friday
4	MISCELLANEOUS			

WORK SCHEDULE			CONTRACTED SERVICES	
LOCATION: CITY HALL			DAYS DONE:	Tues - Wed - Fri (3)
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS
4-1	Waste Cans	Empty	Daily	Replace Liners Daily
4-2	Recycle Cans	Empty	Daily	No Liners Needed
4-3	Chairs, Clocks & Pictures	Dust	Once/Weekly	Friday
4-4	Vents, Blinds & Fans	Dust	Monthly	Clean Quarterly
4-5	Glass Windows Interior / Exterior	Clean	Quarterly	Sept-Dec-Mar-June
4-6	Mats	Pick Up & Turn	N/A	
4-7	Drinking Fountains	Clean & Polish	Daily	
4-8	Kickplates and Thresholds	Clean & Polish	Once/Monthly	
4-9	Desks, Tables, Phones & Filing Cabinets	Dust	Daily	
4-10	Janitor's Storage Areas (2)	Clean & Organize	Daily	Polish Daily
4-11	Mini Blinds	Dust	Weekly	Clean Quarterly
4-12	Roll up Doors on 2nd Floor	Dust and Wipe Clean	Weekly	
5	EXTERIOR			
5-1	Entrance Front, Side and Back	Sweep	Once/Weekly	Friday
5-2	Paper and Debris	Pick Up	As needed	
5-3	Trash / Recycle Bins	Dump	Daily	
6	KITCHEN			
6-1	Sink/Chrome Hardware	Scour, Clean & Disinfect	Daily	Chrome Polish Hardware
6-2	Dishwasher, Microwave, Refrigerator	Clean Exterior & Surfaces	Daily	Clean interior monthly
6-3	Stove/Oven	Clean Exterior & Surfaces	Daily	Clean interior monthly
6-4	Floors	Sweep/Damp Mop	Weekly	Strip and seal quarterly
6-5	Wall, Door, Mouldings,	Dust/Damp Wipe	Weekly	Washed w/cleaner quarterly
6-6	Cabinets & Baseboards	Dust/Damp Wipe	Weekly	
6-7	Paper Towel Dispenser	Clean/Fill	Daily	
6-8	Counter Tops	Clean / Disinfect	Daily	
6-9	Tables and Chairs	Wipe / Clean	Daily	
7	Kitchenette 1st Floor			

LOCATION: CITY HALL		WORK SCHEDULE	CONTRACTED SERVICES
			DAYS DONE: Tues - Wed - Fri (3)
ITEM	WORK DESCRIPTION		SPECIAL INSTRUCTIONS
7-1	Sink/Chrome Hardware	Scour, Clean & Disinfect	Chromé Polish Hardware
7-2	Counter Tops	Clean / Disinfect	
7-3	Cabinets & Baseboards	Dust/Damp Wipe	
8	Offices/Workstations		
8-1	Doors, Frames & Walls	Spot Clean	Once/Weekly Friday
8-2	Baseboards	Dust	Once/Weekly
8-3	Work Station Tops	Dust/Clean	Once/Weekly
8-4	Cubicles	Dust and Vacuum	Monthly
8-5	Book Shelves/Cases	Dust	Weekly
9	Elevator		
9-1	Interior/Exterior	Clean/wipe down	Daily
10	Council Chambers		
10-1	Carpets	Vacuum/Spot Clean	Daily
10-2	Tile Floor	Sweep/Mop	Daily
10-3	Tables/Chairs	Dust/Wipe	Daily
10-4	Cabinets and Counters	Dust/Wipe	Daily
Square Footage Total = 14,400			Clean Quarterly
First Floor = 6640			Strip and Seal Quarterly
		Second Floor = 5940	

LOCATION: PUBLIC SAFETY MAIN		WORK SCHEDULE		CONTRACTED SERVICES	
		DAYS DONE: Monday through Friday (5)			
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS	
1	RESTROOMS				
1-1	Toilets, Sinks & Urinals	Clean, Disinfect & Deodorize	Daily	Bowl Whiten Monday	
1-2	Paper Towels, Soap, Toilet Paper paper, seat covers, soap)	Clean & Fill	Daily/ As Needed		
1-3	Mirrors & Chrome Hardware	Clean & Polish	Weekly	Polish Chrome	
1-4	Floors	Sweep & Damp Mop	Weekly	Men's Restrooms Urinal Area Daily	
1-5	Partitions, Doors & Walls	Dust & Damp Wipe	Weekly		
1-6	Walls by Sinks & Urinals	Damp Wipe	Weekly		
1-7	Floor Drains	Seal, Flush	Once/Weekly		
2	FLOORS				
2-1	Resilient	Sweep	Daily		
2-2	Cement, Rock, Marble, etc.	Sweep	Daily		
2-3	Rugs & Carpets	Vacuum, Spot Clean	Daily	Clean Quarterly	
3	DOORS, WALLS & PARTITIONS				
3-1	Entrance Glass Doors	Clean	Daily		
3-2	Interior Glass	Clean	Once/Weekly		
3-3	Ledges & Window Sills	Dust	Once/Weekly		
3-4	Doors, Frames & Walls	Spot Clean	Once/Weekly	Wet-Wash Semi-Annually	
3-5	Baseboards	Dust	Once/Monthly	Wet-Wash Semi-Annually	
4	MISCELLANEOUS				
4-1	Waste Cans	Empty	Daily	Replace Liners As Needed	
4-2	Chairs, Clocks & Pictures	Dust	Once/Monthly		
4-3	Vents, Louvers & Fans	Clean	Monthly		
4-4	Upholstered Furniture	Vacuum	Monthly		
4-5	Windows-1st Only	inside/outside	Quarterly		
4-6	Windows 2nd & 3rd Floor inside/outside	inside/outside	Quarterly		
4-7	Stairway - Carpet	Vaccum	Weekly	Spot Clean as Needed, Clean Quarterly	
4-8	Stairway - Rails	Damp Wipe	Weekly		
4-9	Desks, Tables, Phones & Filing Cabinets	Dust	Weekly		
4-10	Front Glass Windows	Clean	Weekly		
4-11	Black/White Boards & Moulding	Wet Wash/Wipe	Weekly	When Noted	
4-12	Mini Blinds	Dust	Weekly	Clean as needed	
5	EXTERIOR				

5-1	Front Entrance	Sweep	Daily	
5-2	Rear Door Entrances	Sweep	Daily	
5-3	Paper and Debris	Remove	As Needed	
5-4	Awnings	Clean & Protect	Annually	
5-5	Patios (2)	Sweep	Weekly	
6	KITCHEN/COFFEE/COPY AREAS			
6-1	Sink/Chrome Hardware	Clean & Disinfect	Daily	Chrome Polish Hardware
6-2	Stove/Oven	Clean Interior & Exterior	Weekly	
6-3	Microwave	Clean Interior & Exterior	Weekly	
6-4	Floors	Sweep/Damp Mop	Weekly	Clean & Polish per specs NO WAX
6-5	Wall, Door, Mouldings, Cabinets & Baseboards	Dust/Damp Wipe	Weekly	Washed w/Cleaner Quarterly
6-6	Paper Towel Dispenser	Clean/Fill	Daily/As Needed	
6-7	Refrigerator/Freezer (Exterior)	Clean & Polish	Weekly	
6-8	Refrigerator/Freezer (Interior)	Clean/Defrost	Monthly	
6-9	Counter Tops	Clean	Daily	
7	BOOKING ROOM/HOLDING CELLS/SALLY PORT			
7-1	Counter Tops, Work Table	Damp Wipe	Weekly	Damp Wipe Weekly
7-2	Concrete Floor	Sweep	Daily	Mop Weekly
8	GYM/LOCKER ROOMS			
8-1	Toilet, Urinals & Partitions	Clean, Disinfect & Deodorize	Daily	
8-2	Mirrors	Clean	Weekly	
8-3	Sinks	Clean & Disinfect	Daily	
8-4	Lockers - Exterior	Clean	Twice a year	
8-5	Fixtures	Damp Wipe	Weekly	
8-6	Paper Towels, Soap, Toilet Paper	Check & Stock	Daily	
8-7	Showers	Clean & Disinfect	Weekly	
8-8	Floors	Damp Mop/Disinfect	Daily	Thoroughly
8-9	Walls & Doors	Damp Mop, Wipe & Spot Clean	As Needed	
8-10	Chrome Fixtures	Clean & Polish	Weekly	
8-11	Tile & Grout	Clean	Weekly	
8-12	Dispensers (hand soap, seat covers, sanitary napkins)	Clean & Disinfect	Weekly	

		WORK SCHEDULE		CONTRACTED SERVICES
LOCATION: PERFORMING ARTS CENTER				
			DAYS DONE: Thursday through Sunday (4)	
			PARTY CLEANUPS AS NEEDED	
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS
1	RESTROOMS - GENERAL MAINTENANCE			
1-1	Toilets, Sinks & Urinals	Clean, Disinfect & Deodorize	4 day/wk	Bowl Whiten Once Weekly
1-2	Dispensers (towel, toilet paper, seat covers, soap)	Clean & Fill; check and change batteries	4 day/wk	
1-3	Mirrors & Chrome Hardware	Clean & Polish	4 day/wk	Chrome Polish Once Weekly
1-4	Floor	Sweep & Wet Mop	4 day/wk	Thoroughly
1-5	Partitions, Doors & Walls	Dust & Damp Wipe	Weekly	Wash w/Cleaner Quarterly
1-6	Walls by Sinks & Urinals	Damp Wipe	Weekly	
1-7	Floor Drains	Flush w/Water	Weekly	
1-8	Shower Room Floors	Sweep & Damp Mop	Weekly	
1-9	Showers	Scrub	Weekly	
2	SOUND & LIGHT BOOTHS			
2-1	Counters, Shelves	Dust	Monthly	
2-2	Waste Cans	Empty & replace liners	Weekly	
2-3	Carpets	Vacuum	Monthly	
3	AUDITORIUM			
3-1	Chairs	Dust & Vacuum	Monthly	
3-2	Handrails	Clean & Disinfect	Weekly	
3-3	Glass	Clean	Weekly	
3-4	Side Beams & Baseboards	Clean & Dust	Monthly	
3-5	Carpets	Vacuum	4 day/wk	
4	FLOORS			
4-1	Tile	Sweep & Damp Mop	4 day/wk	
4-2	Cement, Rock, Marble, etc.	Sweep & Damp Mop	4 day/wk	
4-3	Carpets	Vacuum	4 day/wk	Full vacuum
5	DOORS, WALLS & PARTITIONS			
5-1	Entrance Glass Doors	Clean	4 day/wk	
5-2	Interior Glass	Clean	Weekly	
5-3	Ledges & Window Sills	Dust	Weekly	
5-4	Doors, Frames & Walls	Spot Clean	Weekly	Wet Wash Semi-Annually
5-5	Baseboards & Moulding	Spot Clean	Weekly	Wet Wash Semi-Annually
5-6	Work Station Tops	Dust/Clean	4 day/wk	

6	WINDOWS					
6-1	Lobby - Inside & Outside	Clean				
6-2	Box Office & Events Room	Clean		4 day/wk Weekly		Up To 1st Beam
7	MISCELLANEOUS- (Includes: Lobby, Box Office, Events Room, Copy Room, Offices, Stage Room and Dressing Rooms)					
7-1	Waste Cans	Empty Regular & Recycled		4 day/wk		Replace Liners As Needed
7-2	Counters	Clean		4 day/wk		
7-3	Chairs, Clocks & Pictures	Dust		Weekly		
7-4	Vents, Louvers & Fans	Clean		Monthly		
7-5	Upholstered Furniture & Drapes	Vacuum		Weekly		
7-6	Desks, Tables, Phones, Shelves	Dust/disinfect phones		Weekly		
7-7	Mini Blinds	Dust		Weekly		Damp Wipe Monthly
7-8	Cobwebs	Clean		As Needed		
8	EXTERIOR					
8-1	Entrance	Sweep		4 day/wk		
8-2	Rear & Side Entrances	Sweep		Weekly		
8-3	Paper and Debris	Remove		As Needed		
9	KITCHEN/BAR AREA					
9-1	Sink/Chrome Hardware	Clean & Disinfect		4 day/wk		Chrome Polish Hardware
9-2	Counter & Stove Top	Clean Exterior		Weekly		
9-3	Microwave	Clean Exterior		Weekly		Clean Interior Monthly
9-4	Floors	Sweep/Damp Mop		Weekly		Scrub & Spray Buff Monthly
9-5	Wall, Door, Mouldings,	Dust/Damp Wipe		Monthly		Washed w/Cleaner Quarterly
	Cabinets & Baseboards			Monthly		
9-6	Paper Towel Dispenser	Clean/Fill		As Needed		
10	STAIRCASES					
10-1	Concrete	Sweep		Weekly		
10-2	Carpets	Vacuum		Weekly		spot clean w/warm water only
11	OFFICES					
11-1	Desks and shelves	Dust		Weekly		
11-2	Mini-blinds	Dust		Weekly		
11-3	Carpet	Vacuum		Weekly		
11-4	Phones	Disinfect		Weekly		
11-5	Garbage and recycling	Empty		Weekly		

LOCATION: BURTON AVENUE RECREATION CENTER		WORK SCHEDULE	DAYS DONE: PARTY CLEAN-UPS ONLY AS SCHEDULED	
ITEM	WORK DESCRIPTION		FREQUENCY	SPECIAL INSTRUCTIONS
1	RESTROOMS			
1-1	Toilets, Sinks & Urinals	Clean/Deodorize	Daily	
1-2	Dispensers (towel, toilet paper, seat covers & soap)	Clean & Fill	Daily	
1-3	Mirrors & Chrome Hardware	Clean & Polish	Daily	
1-4	Floors	Sweep & Damp Mop	Daily	
1-5	Partitions & Doors	Dust & Damp Wipe	Daily	
1-6	Walls by Sinks & Urinals	Foam Clean	Daily	
1-7	Floor Drains	Seal	Daily	
2	KITCHEN			
2-1	Counters	Clean	Daily	
2-2	Stove Tops	Clean	Daily	
2-3	Ovens	Clean	Daily	
2-4	Sinks	Clean	Daily	
2-5	Refrigerator & Freezer (Exterior)	Clean & Polish	Daily	
2-6	Chrome	Clean & Polish	Daily	
2-7	Stoves	Clean Inside	Daily	
3	FLOORS			
3-1	Resilient	Sweep & Damp Mop	Daily	
3-2	Carpets	Spot Clean	Daily	
4	DOORS, WALLS AND PARTITIONS			
4-1	Entrance Glass Doors	Clean	Daily	
4-2	Interior Glass	Clean	Daily	
4-3	Ledges and Window Sills	Dust	Daily	
4-4	Doors, Frames & Walls	Spot Clean	Daily	
5	MISCELLANEOUS			
5-1	Waste Cans	Empty	Daily	Replace Liners As Needed
5-2	Tables & Chairs	Clean & Put Away When Left Out	As needed - charged seperately	

LOCATION: COMMUNITY CENTER		WORK SCHEDULE	CONTRACTED PARTY CLEANUPS ONLY
ITEM		WORK DESCRIPTION	PARTY CLEAN-UPS ONLY AS SCHEDULED
		<u>WORK DESCRIPTION</u>	<u>FREQUENCY</u> <u>SPECIAL INSTRUCTIONS</u>
RESTROOMS - GENERAL MAINTENANCE			
1-1		Main Restrooms (2)	
1-2		Toilets	Clean, Disinfect & Deodorize Daily
1-3		Urinals	Clean, Disinfect & Deodorize Daily
1-4		Sinks	Clean Daily
1-5		Floor	Sweep & Wet Mop Daily
1-6		Fixtures	Dust & Damp Wipe Daily
1-7		Counters	Clean & Damp Wipe Daily
1-8		Supplies	Check & Stock Daily
1-9		Waste Cans	Empty Daily
1-10		Mirrors	Clean & Polish Daily
1-11		Walls	Clean & Damp Wipe Daily
1-12		Floor Drains	Flush With Water Daily
1-13		Partitions	Clean Daily
2		Multi - Use Room	
2-1		Floor	Machine Scrub Daily
2-2		Walls	Spot Clean Daily
2-3		Walls	Clean Daily
3		HALLWAYS	
3-1		Tile	Sweep and Mop Daily
4		KITCHEN	
4-1		Counters	Clean Daily
4-2		Stove Tops	Clean Daily
4-3		Ovens - Interior	Clean Daily
4-4		Ovens - Exterior	Clean Daily
4-5		Dishwasher	Clean & Polish Daily
4-6		Refrigerator Exterior/Interior	Wipe Clean Daily
4-7		Freezer - Exterior	Wipe Clean Daily
4-8		Oven Hood Filters	Clean Daily
4-9		Sinks	Polish Chrome & Whiten Daily
4-10		Cabinets (Wood)	Clean Daily
4-11		Exterior & Cubby Holes	Clean Daily
4-12		Rollin/Wood Carts	Clean Daily
4-13		Kitchen Floors	Clean & Mop Daily

LOCATION: SENIOR CENTER		WORK SCHEDULE	Contracted Party Clean ups Only Friday - Saturday - Sunday	
ITEM		WORK DESCRIPTION	FREQUENCY	SPECIAL INSTRUCTIONS
1	RESTROOMS			
1-1	Toilets, Sinks & Urinals	Clean/Deodorize	Daily	
1-2	Dispensers (towel, toilet paper, seat covers & soap)	Clean & Fill	Daily	
1-3	Mirrors & Chrome Hardware	Clean & Polish	Daily	
1-4	Floors	Sweep & Damp Mop	Daily	
1-5	Partitions & Doors	Dust & Damp Wipe	Daily	
1-6	Walls by Sinks & Urinals	Foam Clean	Daily	
1-7	Floor Drains	Seal	Daily	
2	KITCHEN			
2-1	Counters	Clean	Daily	
2-2	Stove Tops	Clean	Daily	
2-3	Ovens	Clean	Daily	
2-4	Sinks	Clean	Daily	
2-5	Refrigerator & Freezer (Exterior)	Clean & Polish	Daily	
2-6	Chrome	Clean & Polish	Daily	
2-7	Stoves	Clean Inside	Daily	
3	FLOORS			
3-1	Resilient	Sweep & Damp Mop	Daily	
3-2	Carpets	Spot Clean	Daily	
4	DOORS, WALLS AND PARTITIONS			
4-1	Entrance Glass Doors	Clean	Daily	
4-2	Interior Glass	Clean	Daily	
4-3	Ledges and Window Sills	Dust	Daily	
4-4	Doors, Frames & Walls	Spot Clean	Daily	
5	MISCELLANEOUS			
5-1	Waste Cans	Empty	Daily	Replace Liners As Needed
5-2	Tables & Chairs	Clean & Put Away When Left Out	As needed - charged seperately	

DAYS DONE: Friday - Sunday (3)
Party Clean ups as scheduled

LOCATION: SPORTS CENTER

ITEM	WORK DESCRIPTION	FREQUENCY	SPECIAL INSTRUCTIONS
1	LOCKER ROOM		
1-1	Toilet, Urinals & Partitions	Daily	
1-2	Mirrors	Daily	
1-3	Sinks	Daily	
1-4	Lockers - Exterior	Daily	
1-5	Lockers - Interiors	Monthly	
1-6	Fixtures	Daily	
1-7	Waste Cans	Daily	Wash & Polish Monthly
1-8	Supplies	Daily	
1-9	Showers	Daily	
1-10	Floors	Daily	
1-11	Walls & Doors	Daily	Thoroughly
1-12	Chrome Fixtures	As Needed	At Least Weekly
1-13	Tile & Grout	Daily	
1-14	Dispensers (hand soap, seat covers, sanitary napkins)	Quarterly	
1-15	Saunas	Daily	
1-16	Floor Drains	Daily	Clean Window Daily
2	SOUTH RESTROOMS		
2-1	Toilets	Daily	
2-2	Urinals	Daily	
2-3	Sinks	Daily	
2-4	Floors	Daily	
2-5	Fixtures	Daily	
2-6	Counters	Daily	
2-7	Supplies	Daily	
2-8	Waste Cans	Daily	Wash & Polish Monthly
2-9	Mirrors	Daily	
2-10	Walls, Partitions & Ceilings	As Needed	At Least Every 30 Days
2-11	Floor Drains	Daily	
3	CHILD CARE/RESTROOMS		
3-1	Floor	Mon thru Fri	
3-2	Sink	Daily	
3-3	Fixtures	Daily	
3-4	Dispensers	As Needed	At Least Weekly
3-5	Toilets	Mon thru Fri	
3-6	Wall Partitions	Mon thru Fri	
3-7	Waste Cans	Daily	Wash & Polish Monthly

4	FLOORS				
4-1	Carpet (Lobby, Childcare, Hallway) Hallways, Lobby, Basketball Court Cardio Room, Weight Room Racquetball Courts	Vacuum Wet mop Wet mop Wet mop	Daily Weekly Weekly Weekly	Recommend Floor Machine Recommend Floor Machine Recommend Floor Machine	
5	MISCELLANEOUS				
5-1	Drinking Fountain	Clean, Disinfect & Polish	Daily	Written Notification When Completed	
5-2	Lobby High Window - In & Out	Wash	Quarterly		
5-3	Baseboards & Painted Woodwork	Wipe	Once/Monthly		
5-4	Ledges & Window Sills	Dust	Weekly		

EXHIBIT A

City of Rohnert Park - Insurance Requirements

The following parties or entities shall be listed as additional insured by endorsement: The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers. Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Notice to Proceed with the work will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years** after final completion and acceptance of the Work. It shall be the Contractor's responsibility to ensure that proof of insurance is sent to the City during this time. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employee(s) will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation and Employers Liability: Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employers' liability insurance, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. It is permissible to use excess/umbrella coverage to meet limit requirements provided the umbrella policies are appropriately endorsed and meet all other requirements. Additionally, a letter clearly identifying the primary policy or policies to which the excess umbrella coverage applies shall be submitted attesting to the following:
"Umbrella or excess liability policies shall provide coverage at least as broad as

specified for underlying coverage's and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another."

2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation providing statutory benefits as required by the Labor Code of the State of California with employers liability insurance, with minimum limits of \$2,000,000 per accident or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's
 - a. The City, its officers, elected officials, employees, agents and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, employees, agents or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, elected officials, employees, agents or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, elected officials, employees, agents and volunteers for losses arising from work performed by Contractor for the City.

3. All Coverage's

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- b. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: VII or as approved by the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

SAMPLE

MASTER AGREEMENT FOR CONSULTANT SERVICES

RE: JANITORIAL MAINTENANCE SERVICES

This MASTER AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is entered into as of the <<day>> day of <<month>>, 20<<last two digits of year>>, by and between the City of Rohnert Park (“**City**”), a California municipal corporation, and <<Name of Consultant>> (“**Consultant**”), a <<type of entity – corporation, limited partnership (LP), limited liability company (LLC), sole proprietorship with or without a fictitious business name (dba or doing business as), etc.; also include the state of formation for any entity – i.e. “a California corporation”>>, with reference to the following facts, understandings and intentions.

Recitals

WHEREAS, City desires to obtain janitorial maintenance services at various City owned facilities; and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement, subject to the terms and conditions of this Agreement

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council. The Purchasing Agent is hereby designated as the project manager (“**Project Manager**”). The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant shall assign <<insert name of person Consultant is assigning to project>> to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as City may determine from time to time, Consultant shall perform the type of services generally set out in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

Consultant shall be assigned to provide particular services pursuant to the requirements of a task order that has been issued in conformance with the City's Purchasing Policy ("**Task Order**") executed by Consultant and City.

B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Any changes to these dates in either this Section 3 or the Task Order shall be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed (1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; (2) in accordance with all applicable legal requirements; and (3) with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise. Consultant shall correct, at its own expense, all errors made in the provision of services under this Agreement. In the event that Consultant fails to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall: (1) for services provided directly under this Agreement be at the rate and schedules more particularly described in **Exhibit B**, attached hereto and incorporated by this reference; or (2) for services authorized by Task Orders, be at the rate and schedules specified by said Task Order. However, in no event shall the amount City pays to Consultant for services provided directly under this Agreement exceed **fifteen thousand dollars (\$15,000.00)**; nor shall the amount City pays to Consultant for work done by Task Order exceed the total compensation specified by the Task Order. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's compliance with the terms and conditions of this Agreement and any amendments thereto. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment. City shall pay Consultant as compensation in full for such services and expenses for the different elements of the scope of work as follows:

Consultant shall submit itemized monthly statements for work performed. All statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. Except as otherwise provided herein, City shall make payment, in full, within thirty (30) days after approval of the invoice by City.

Payments due and payable to Consultant for current services must be within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, *i.e.*, hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. The term of this Agreement shall commence on the date of its execution by both parties and shall continue in full force and effect until <<insert ending date of Master Agreement (month, day & year)>>, unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, this Agreement may be extended for successive one-year term(s) upon mutual, written approval by the City Manager or his/her designee and Consultant.

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Consultant shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations,

and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

9. Conflict of Interest Requirements.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will not have the power to make any governmental decision, including whether to: approve any rates, rules, regulations, policies, standards, or guidelines of the City or any of its subdivisions; adopt or enforce any laws; issue, deny, suspend, or revoke any permit, license, application, certificate, order, or any similar authorization or entitlement; authorize, modify, or renew any form of City contract; grant approval to any City contract specifications on behalf of the City; or grant City approval for any plans, designs, reports, or similar; and

(2) will not participate in the making of any governmental decision in the equivalent of a staff capacity. For the purposes of this provision, "participating in a governmental decision" includes providing information, an opinion, or a recommendation directly to any person at the City empowered to make a decision on behalf of the City without significant intervening substantive review; and

(3) will not perform the same duties for the City that would otherwise be performed by a staff member required to report under the City's conflict of interest code. (2 Cal. Code Regs. § 18700.3.)

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. To the maximum extent permitted by law, the City shall have no liability or responsibility for any accident, loss, or damage to any

work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

A. Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers (“**Indemnified Parties**”) from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs and expert witness fees) of any nature (“**Liability**”), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

1. For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

2. The only exception to Consultant’s responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

B. Scope of Obligation. Consultant’s duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker’s compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of, and not in any way limited by, the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Consultant arising out of or in connection with the Agreement or Consultant’s failure to comply with any of the terms of this Agreement.

C. Consultant’s duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall not be excused because of the Consultant’s inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to Consultant

under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until Consultant accepts the tender, whichever occurs first. Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Consultant's acceptance of the tender.

12. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subcontractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Business Licenses. Unless exempt by law, Consultant and all subcontractors shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from consultant until such time as Consultant complies with this section.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

15. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform Consultant's services hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in **Exhibit C** to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days' written notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of Consultant's breach of the Agreement.

C. In the event City terminates this Agreement without cause, Consultant shall be entitled to any compensation owed to it up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

18. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Consultant shall not receive any payment for services or expenses incurred by Consultant by reason of such suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort, and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

22. Time Is of the Essence. Time is of the essence in this Agreement. Upon receipt of a written notice from City to proceed with work required by a Task Order, Consultant shall immediately commence work to perform the services required by that Task Order according to the time requirements set in the Task Order.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the time of mailing if mailed as provided in this section.

If to City:

City Clerk
City of Rohnert Park - City Hall
130 Avram Avenue
Rohnert Park, CA 94928

Phone:

Fax:

Email:

If to Consultant:

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

25. Agreement Is Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

28. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than Consultant.

29. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, Consultant shall comply with claims-presentation requirements under the Government Tort Claims Act, California Government Code Sections 900, *et seq.* and the Rohnert Park Municipal Code.

30. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

32. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature.

33. News Releases/Interviews. All Consultant and subcontractor news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

34. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

35. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

<<CONSULTANT>>

By: _____
Marcela Piedra, City Manager
Date: _____
Per Resolution No. 20 - adopted by the Rohnert Park
City Council at its meeting of <<Date of meeting>>.

By: _____
Title: _____
Date: _____

<<CONSULTANT>>

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]

Exhibit A

EXHIBIT B
Compensation
[to be inserted]

Exhibit B

EXHIBIT C

INSURANCE REQUIREMENTS for Consulting Services Agreement

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with a limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used).

Exhibit C

Primary Coverage

For any claims related to this contract, Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Exhibit C

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Exhibit C

CERTIFICATE OF CONSULTANT *{NOTE: Consultant must fill this out and sign.}*

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature