



THE CITY OF  
**SAN FERNANDO**

**REQUEST FOR PROPOSALS  
FOR  
JANITORIAL SERVICES**

**August 1, 2024**

**CITY OF SAN FERNANDO  
DEPARTMENT OF PUBLIC WORKS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340-2993**

**ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE AND RECEIVED AT  
SAN FERNANDO CITY HALL CLERCKS OFFICE ON OR BEFORE Thursday, September  
12, 2024, AT 4:00 PM WITH THE FOLLOWING NOTATION:**

**PROPOSAL FOR  
JANITORIAL SERVICES  
CITY OF SAN FERNANDO**

**CITY OF SAN FERNANDO**  
**SCOPE OF SERVICES FOR PROVIDING JANITORIAL SERVICES**

**Introduction**

The Public Works Department is accepting proposals from qualified Firms to provide janitorial services for nine (9) public facilities. The contract will be for a term of three (3) years with an option to renew for an additional two years at the discretion of the City Manager.

Firms shall be familiar with the requirements and guidelines of all Federal, State or County entities that regulate janitorial related services.

**Background**

The City is seeking to enter into a new service agreement with a qualified Firm to provide consistent high quality janitorial cleaning services and other related services as described in the Scope of Services. The contract will provide cleaning services to nine (9) public facilities including: Parks, Gymnasiums, as well as special provisions for the maintenance of the Police Station including jail cells. All janitorial and related services shall be provided with the highest professional standards. It is the City's intention to select a firm with experience providing janitorial services to the types of facilities listed below.

<b>LOCATION</b>	<b>ADDRESS</b>	<b>SQ. FOOTAGE</b>
City Hall	117 Macneil Street	14,432
Police Station	910 First Street	19,669
Public Works Operations Center	120 Macneil Street	11,345
Trailer	501 First Street	1,864
Recreation Park Facility	208 Park Avenue	20,334
Las Palmas Park Facility	505 S. Huntington Street	18,691
Rudy Ortega Park Facility	2025 Fourth Street	1,120
Pioneer Park Facility	828 Harding Avenue	700
Layne Park	120 N. Huntington Street	200

## RFP PROCESS

### **Mandatory Job Walk**

A pre-proposal job walk will be conducted. Please be prompt. Proposers are required to attend and all locations will be visited.

#### **Mandatory Job Walk:**

Date:	Wednesday, August 21, 2024
Time	9 am
Starting Location	City Hall Council Chamber
Department Contact	117 Macneil St. San Fernando, CA 91340
Phone Number	818-989-1222

Facility floor plans for each location will be provided the day of Job Walk for referencing purposes.

The purpose of the Job Walk is to give each Firm an opportunity to visually see the condition of each facility; analyze any issues which may in any way affect the performance of the work; determine the level of work to be performed; estimate materials and equipment needed and estimate work hours and crew size.

### **Proposal Submission Information**

The following is required information for submitting a proposal to the City of San Fernando to provide janitorial services for nine (9) public facilities. Two (2) copies of Proposal: one unbound copy, one bound copies and one copy on a USB disk drive, accompanied by a cover letter signed by the person with authorization to execute a contract between the Firm and the City. The Proposals shall be valid for sixty (60) days after date set for opening thereof. The letter should summarize the key elements of the proposal.

#### **a. Understanding of Scope of Work**

Provide a brief description of Firm's understanding of the identified Scope of Work.

#### **b. Company Information**

Please provide:

- Primary and secondary contact name and title
- Name and qualifications of project manager and key team members

- Resume for each key personnel involved with providing services
- Name and title of the individual(s) that would sign Agreement if Firm were selected
- Any other names under which Firm does business
- Business office address
- Phone and fax numbers
- E-mail addresses
- Form of ownership (sole proprietorship, partnership, corporation, etc.)
- State of organization/incorporation
- Number of years in business
- Names and addresses of principals, corporate officers, and individuals with an ownership interest of greater than 10%
- Number of employees
- Federal Tax I.D. Number
- Business License Number
- Statement of willingness to sign the form contract agreement (Attachment "B"), and if not, to specifically list any provisions they object to.

**c. Key Contact Persons**

Firms must designate two (2) individuals that will serve as the primary and secondary contact persons that are responsible for the day-to-day administration of providing the described janitorial services to the City.

**d. Related Experience**

Describe related experience of both the firm and the team members assigned to this service. Describe experience in providing the requested or similar services to other jurisdictions. Please provide recent, directly related experience assisting public agencies with janitorial specific services. For each reference, indicate the reference's name, reference's title, name of the agency, description of services provided, address and telephone number, and dates for the contract. At least five (5) references should be included. The City of San Fernando reserves the right to contact any of the organizations or individuals listed.

**e. List of Tools and Equipment**

A list of equipment, tools, chemicals, wax, disinfectants, stain remover and other cleaning compounds to be used in executing the janitorial services shall be submitted with this proposal for review. No City equipment shall be used by the Firm. All equipment needed to perform all tasks required in the scope of work and special provisions sections of this proposal must be supplied by the Firm.

### **Sample Agreement and Insurance Requirements**

The selected firm will be required to execute a City of San Fernando Agreement for Professional Services. A sample agreement (**Attachment “B”**) outlining typical terms and content is attached to this RFP for your information. Please list or describe any exceptions to the sample agreement that your firm cannot execute or achieve.

The firm will also be required to provide, but not limited to, the following insurance coverage:

- Workers' Compensation Insurance — Statutory
- General Liability Coverage in the amount of \$1,000,000
- Professional Liability Coverage in the amount of \$1,000,000
- Automobile Liability Coverage in the amount of \$1,000,000
- Janitorial Services Bond in the amount of \$10,000

### **Submittal of Proposals and Selection Process**

Provide two (2) copies of the proposal: one unbound copy, one bound copies and one copy on a USB drive in a sealed envelope clearly marked **“Proposal to Provide Janitorial Services— Do Not Open.”** Envelope should also indicate the company name, address, and the name of the individual submitting the proposal. Proposals shall be addressed to:

City of San Fernando  
C/o City Clerk’s Office  
117 Macneil Street  
San Fernando, California 91340

Sealed proposals must be received by the Office of the City Clerk, located within San Fernando City Hall, 117 North Macneil Street, San Fernando, California 91340, **by 4:00 p.m., Thursday, September 12, 2024.** Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

**Late proposals will not be accepted.** Any correction or resubmission done by the Firm will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered. All responses must include all required attachments and all pages of each attachment shall be consecutively numbered.

Proposals submitted to the City of San Fernando for Professional Services associated with providing, Janitorial Services for nine (9) Public Facilities, must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

## **Proposal Evaluation Criteria**

Proposal evaluation will include, but not be limited to:

1. Professional qualifications and experience of the Firm and its staff in providing janitorial services to municipalities.
2. The Firm's overall ability to provide and perform services as stated in scope of work.
3. Track record and recommendation of relevant references.
4. Fee Schedules/Total Cost.
5. Ability of Firm to meet the City's requirements under its standard contract. Particularly insurance requirements which includes \$1,000,000 for general and professional liability; and, includes \$1,000,000 for automobile, workers compensation and property damage insurances.
6. Ability of Firm to obtain and maintain during the term of a service agreement a Janitorial Service Bond in the amount of \$10,000. Concurrently with execution of the contract, the Firm shall furnish the Janitorial Service Bond executed by a corporate surety authorized to issue surety bonds in the state and acceptable to the City. Firm shall furnish the original bond showing a commencement date no later than the effective date of the executed agreement for services and an expiration date no earlier than six (6) months after the expiration date of the agreement.
7. Proposals must be submitted on the City's Bid Sheet (**Attachment "A"**) included in this RFP.
8. Submittals of proposals that include subcontractors are prohibited. It is the City's desire to enter into an agreement with one sole Contractor.
9. **The City will receive proposals only from firms represented at the job walk to be held on Wednesday, August 21, 2024 at 9:00 a.m. (at City Hall).**

All information requested must be clearly and legibly set forth in the manner requested. All proposals submitted to the City in response to the RFP shall become the property of the City. Note that the City of San Fernando reserves the right to accept or reject any proposal submitted for consideration.

Fee schedules and costs will not be the sole criteria for award of this agreement. Other criteria will be considered.

Contact Rodrigo Mora via email, [rmora@sfcity.org](mailto:rmora@sfcity.org), by **Wednesday, August 28, 2024**, with any questions regarding this RFP.

### **Addenda**

City may modify the Request for Proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period. The City in its discretion may respond to written questions via addendum. Written addendum's to this RFP will be posted on the City's website, [www.sfcity.org](http://www.sfcity.org)

### **City Rights and Responsibilities**

- a. The City reserves the right to reject any or all proposals. A proposal may be immediately rejected if:
  - i. It contains misrepresentative or misleading information
  - ii. It is received at any time after the exact date and time set for receipt of proposals.
  - iii. It does not meet the required specifications or terms and conditions as prescribed.
  - iv. It is not prepared in the format outlined in this RFP.
  - v. It is signed by an individual not authorized to represent the Firm.
  - vi. The Firm is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.
  
- b. The City reserves the right to:
  - i. Issue subsequent RFP'S.
  - ii. Cancel the entire RFP.
  - iii. Remedy technical errors in the RFP process.
  - iv. Appoint evaluation committees to review proposals.
  - v. Establish a short list of Firms eligible for discussion after review of written proposals.
  - vi. Negotiate with any, or all, or none of the Firms.
  - vii. Award a contract or purchase order to one or more Firms.
  - viii. Accept other than the lowest priced proposal.
  
- c. The City may investigate the qualifications of any Firm under consideration, may require confirmation of information furnished, and may require additional evidence of qualifications to perform the services described in the RFP.

**d. City Responsibilities:**

The City intends to assist the Firm in performance of its duties rather than direct and supervise the Firm's work. The City's primary contact for this project shall be the Public Works Superintendent.

**Award of Contract**

Selection of the final Firm shall be effective upon City Council award of contract. Upon award of contract or purchase order, the following documents shall be required to be provided by the Firm:

- i. Signed contract or purchase order.
- ii. Proof of Insurance – General Liability, Automobile Liability, Workers Compensation, Professional Liability, Janitorial Services Bond
- iii. City of San Fernando Business License
- iv. Professional License (if applicable)
- v. Separate Endorsement for City of San Fernando as Additional Insured

**Term and Conditions**

**a. Term of Agreement**

The contract term will be three (3) years for the work described in the scope of work and may be terminated at any time by the City Council. With approval from the City Manager, the Agreement may be extended for an additional two years. Pricing is to remain firm for the initial contract term. If the option to renew is exercised, then the City Manager and selected Firm shall negotiate any and all price modifications.

The City at any time during the initial contract term can make additions and/or deletions to the janitorial services required at any and all City facilities. If the Scope of Work is amended, the City Manager may make increases or reductions to the monthly charges using the Cost Breakdown form submitted with this Request for Proposal.

**b. Certification**

By submitting a proposal, Firm certifies that it has fully read and understands this RFP and has full knowledge of the nature of this service, including scope and quality of work to be performed. Firm also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Firm submitting a proposal



from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Firms.

**c. Reserving Rights**

The City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Firm's qualifications and other factors which the City may consider. The City reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected Firm, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

**d. Assignment and Guarantee**

No assignment by the Firm of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Firm selected for contract negotiations.

**e. Financial Responsibility for Proposal Costs**

The City accepts no financial responsibility for any costs incurred by the Firm in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Firm.

**f. Clarification**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to **Rodrigo Mora, Public Works Operations Manager (rmora@sfcity.org)** no later than **Wednesday, August 28, 2024**.

The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

Firms may be asked for additional information through written communications, or interviews.

**g. Discrimination**

The Firm must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

## PROCUREMENT SCHEDULE

The City intends to adhere to the schedule referenced below

ACTIVITY	DATE
Issue RFP	August 1, 2024
Pre-Proposal Job Walk	August 21, 2024
Last Day to Submit RFP Questions to City	August 28, 2024
Last Day for the City to Respond to Questions	September 2, 2024
<b>Proposal submission deadline</b>	<b>September 12, 2024</b>
City Council – Award of Contract	October 21, 2024
Contract Review and Signature By:	October 30, 2024
Start of Service Date	November 1, 2024

*\*This schedule may change at the City's discretion*

The Public Works Superintendent will administer this contract to ensure proper schedule is maintained and specified scope of work is performed.

### **Objectives**

The City's primary objectives for janitorial services are:

- Establish and adhere to a regular schedule of performance satisfactory to the City's expectations. The Firm will perform tasks and conduct his operations so as to cause the least possible obstruction and inconvenience to the public and City employees.
- Ensure that the entire scope of services is being performed on a daily, weekly, monthly, and quarterly basis, as well as special requirements for the maintenance of the Police jail cells to comply with State Health and Safety Codes.
- Maintain a professional appearance; maintenance staff shall dress uniformly.

### **Scope of Services**

GENERAL INSTRUCTIONS – for all facilities:

1. **All supplies, including but not limited to toilet tissue, paper towels, sanitary napkins, seat covers, trash bag liners, hand soap, chemicals, refills of waterless urinal cartridges, wax, disinfectant, stain remover and equipment are to be furnished by the Firm for the maintenance of all facilities.**
2. Janitorial closets will be provided to store tools, equipment, and inventory of supplies needed for cleaning and for restocking restrooms. The janitor's closet shall be kept clean and orderly at all times. All doorways and roof access entries in janitor's closets shall at all times be easily accessible.
3. The Firm shall clean all flooring and shampoo carpeting at each facility, which shall include spot cleaning in its biannual tasks. **A VACUUM CLEANER MUST BE KEPT AT EACH LOCATION "AT ALL TIMES."**
4. The Firm shall report maintenance problems to the Public Works Superintendent or his designee immediately.
5. The Firm shall coordinate its employees' activities and schedule with the Public Works Superintendent or his designee. The Firm shall provide maintenance staff that is able to communicate effectively to ensure that all tasks necessary are identified and performed. All persons performing work under this contract shall be at least

18 years of age. Under no circumstances shall any minor perform any portion of the scope of work provided for in this agreement. In addition, maintenance staff shall be dressed uniformly. The uniform shall consist of a collared shirt with the Firm's business name and employee's name clearly identified on the shirt. Any alternative uniform shall be approved in advance by the Public Works Operations Manager.

6. Furniture, carpet, draperies, and other furnishings that are damaged or stained by the Firm's staff shall be repaired, cleaned or replaced by the Firm at no cost to the City.
7. On-call extra work, when ordered and authorized by the Public Works Superintendent or his designee shall be paid for under a written work order in accordance with the terms therein provided. On-Call work will be paid based on hours worked at an hourly rate specified in Firm's proposal. Total rate will include labor, supplies, equipment, and tools needed to complete tasks. If work order tasks require rental equipment or extra costs, Firm shall notify the City and get approval, payment will be on a reimbursable basis upon receipt of invoice from vendor used by the Firm. The City reserves the right to furnish required material or equipment and adjust the On-Call hourly rate based on labor only (including benefits). The City also reserves the right to have the on-call extra work completed by City staff.
8. Monthly and quarterly reports of the tasks completed at each location must be submitted by the Firm to the Public Works Department. The Firm may email the reports to Rodrigo Mora, Public Works Operations Manager (rmora@sfcity.org).
9. The Firm shall lock all exterior doors and set alarms at City Hall, Public Works Operations Center & Trailer at 501 First St., Recreation Park and Las Palmas Park.
10. Liquidated damages of \$250 per calendar day (per incident) will be assessed for contractor's failure to perform duties as described in the bid documents.
11. The City will conduct inspections of all work performed on a regular basis and will report any discrepancies or lack of performance to the Firm. If violations are reported over a period of time and are not corrected, the Firm shall be considered noncompliant and the contract may be terminated.

## HOURS OF JANITORIAL SERVICES

The Firm shall conduct all operations so as to cause the least possible obstruction and inconvenience to the public and City employees.

### FULL SERVICE SCHEDULE

Facility	Address	Frequency/Days	Hours
City Hall – General Offices	117 Macneil St	Tuesday – Saturday 4x week	Between 5am – 7am
City Hall – Additional Rooms (tasks listed in Special Provision Section) Council Chambers Lobby & Restrooms City Council Office Community Room		Tuesday – Saturday 5x week	Between 5 am – 7 am
Police Station- General Offices	910 First Street	Monday – Friday 5x week	Between 7am – 10am
Police Station – Additional Rooms (tasks listed in Special Provision Section) Jail Cells Locker Room Workout Room Communication Ctr. Property Control Lobby Kitchen Emergency Ctr Firing Range Cot Room Report Room Briefing Room	910 First Street	Monday – Sunday 7x week	Between 7am – 9am
Public Works Operations Center – General Offices	120 Macneil Street	Mon., Wed., Fri. 3x week	Between 6pm – 5am
Trailer	501 First Street	Mon. Wed. Fri. 3x week	Between 6pm – 5am
Recreation Park – General Offices & Multipurpose Rooms	208 Park Avenue	Monday – Sunday 7x week	Between 10pm – 7am
Recreation Park – Additional Rooms (tasks listed in Special Provision Section) Gymnasium Gymnasium Restrooms Lobby	208 Park Avenue	Monday – Sunday 7x week	Between 10pm – 7am
Recreation Park – Exterior Restrooms		Monday – Sunday 7x week	Between 10pm – 7am

Facility	Address	Frequency/Days	Hours
Las Palmas Park - General Offices	505 S. Huntington St.	Monday – Sunday 7x week	Between 10pm - 7am
Las Palmas Park – Additional Rooms (tasks listed in Special Provision Section) Gymnasium Gymnasium Restrooms Kitchen Lobby Multipurpose Room	505 S. Huntington St.	Monday – Sunday 7x week	Between 10pm - 7am
Las Palmas Park - Exterior Restrooms	505 S. Huntington St	Monday – Sunday 7x week	Between 10pm - 7am
Rudy Ortega Park	2025 Fourth Street	Monday – Sunday 7x week	Between 10pm - 7am
Pioneer Park – Exterior Restrooms	828 Harding Avenue	Monday – Sunday 7x week	Between 10pm - 7am
Layne Park -Exterior Restrooms	120 N Huntington ST.	Monday-Sunday 7xweek	Between 10pm- 7am

**Reduced Frequency at the following Locations:** (locations shown are those where the frequency changed; all other locations will be cleaned at original frequency listed in the table above)

**REDUCED SERVICE SCHEDULE**

Facility	Address	Frequency/Days	Hours
City Hall – General Offices	117 Macneil St.	Tuesday – Saturday 3x week	Between 5am – 7am
City Hall – Additional Rooms (tasks listed in Special Provision Section)			
Council Chambers Lobby & Restrooms City Council Office Community Room			
Recreation Park – General Offices & Multipurpose Rooms	208 Park Avenue	Monday – Sunday 5x week	Between 10pm – 7am
Recreation Park – Exterior Restrooms (Will be cleaned by PW Staff)		None	—
Las Palmas Park - Exterior Restrooms (Will be cleaned by Public Works Staff)	505 S. Huntington St	None	—
Rudy Ortega Park (Will be cleaned by Public Works Staff)	2025 Fourth Street	None	—
Pioneer Park – Exterior Restrooms (Will be cleaned by Public Works Staff)	828 Harding Avenue	None	—

## TASKS CHECKLIST

The work to be completed under these provisions shall consist of and be accomplished in accordance with the following schedule referenced below:

### CITY HALL – GENERAL OFFICES

#### 1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots, (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Display Cases: Dust, clean glass and remove fingerprints.
- g. Damp mop all restrooms and lobby floors. Remove spots and marks; buff and polish tiles.
- h. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave, refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- i. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.



- j. Remove carpet and upholstery spot stains.
- k. Clean all glass doors and mirrors.
- l. Clean all exterior tiled areas at entrances including stairs and handicap ramps.

## **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.
- f. Sweep and dust in basement area.

## **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

## **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

### POLICE STATION – GENERAL OFFICES

#### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.

- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled areas outside entrance area.

## **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

## **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior parking garage entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds and drapes.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

## **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

## PUBLIC WORKS OPERATION CENTER – GENERAL OFFICES

### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers and all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, and kitchen floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean exterior and interior granite floors at entrance.
- l. Clean mop sink, drinking fountain, mirrors and restock paper towels in mechanic's bay area.

## **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

## **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

## **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

## TRAILER

### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the trailer.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- d. Restrooms: Clean and disinfect shower, all toilets, urinals, floors, and walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also damp mop and clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- e. Kitchen area: Clean kitchen sink and sink counter, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly.
- f. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- g. Remove carpet and upholstery spot stains.
- h. Clean all mirrors.

### **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.

- e. Chair mats: Remove and clean underneath chair mats.

### **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Treat wood desks in offices and meeting rooms with polish/protectant.
- c. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

### **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

### **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

## RECREATION PARK – GENERAL OFFICES

### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace linings with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and entrance floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and counter, heavy-duty stove, inside of microwave and industrial refrigerator and freezers. Remove trash; damp wipe and remove spills. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled wall and concrete areas at entrance.



## **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

## **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby/entrances and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

## **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

## LAS PALMAS PARK FACILITY – GENERAL OFFICES

### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge, Kitchens, and Snack bars: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled walls and concrete areas outside.

## **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

## **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds.

## **5. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

## RUDY ORTEGA PARK – TEA HOUSE

### **1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags.
- c. Clean and disinfect drinking fountains.
- d. Tea House Meeting Room: Dust furniture; i.e., chairs, tables, desks, counters, rearrange furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning room.
- e. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop meeting room floor and restrooms. Remove spots and marks; buff and polish.
- g. Clean sink and sink counter, remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls as needed. Remove all fingerprints.

### **2. Weekly Tasks**

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

### **3. Monthly Tasks**

- a. Wash all trash cans with soap and water.
- b. Steam-clean all exterior restroom entrances.
- c. Treat wood table in meeting room with polish/protectant.

### **5. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean windows and glass doors.

### **6. Biannual Tasks**

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. For floor surface cleaning notify Public Works Facilities Superintendent in advance to schedule date and time.

## SPECIAL PROVISIONS

### (ADDITIONAL TASKS AT SPECIFIED LOCATIONS)

In addition to the daily, weekly, monthly, and quarterly tasks, the following additional tasks shall be performed in designated areas as indicated in this special provisions section.

#### CITY HALL COUNCIL CHAMBERS

##### 1. Daily Tasks

- a. Council Chambers: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains. Dust and clean counter areas around the Dias, clean and disinfect all microphones, dust, chairs, tables and furniture. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn lights off and lock doors after cleaning room.
- b. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Vacuum seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters, display case, and seating areas at entrance.

##### 2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris and clean walls. Dust all high wall areas.

##### 3. Monthly Tasks

- a. Lobby: Clean window areas at entrance.

##### 4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.

## POLICE STATION/JAIL

### 1. Daily Tasks

- a. Jail Cells: Clean and disinfect toilets and sinks. Remove stains and build-up. Clean and disinfect showers. Remove water stains from tiles and floor. Clean fixtures. Remove all dirt and debris from drain filters and floors. Sweep and mop cells and corridors.
- b. Men and Women Locker Rooms and Restrooms: Clean and disinfect shower area including walls and shower floors, remove all stains, hard water build-up and water spots. Clean and disinfect shower fixtures. Remove all dirt and debris from drain filter and floors. Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean fixtures. Sweep and mop all floor surfaces. Vacuum carpet. Pick up debris from locker area. Empty trash receptacles and replace lining with new plastic bags. Collect used towels and place in hamper. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew.
- c. Workout Room: Sweep for loose debris. Clean and disinfect water fountain. Clean mirrors.
- d. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- e. Communications Center: Clean and disinfect restrooms. Remove stains from sink and toilet. Clean walls. Dust work area and clean walls as needed. Clean windows and vacuum.
- f. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain.
- g. Property Control: Clean sinks and counters. Sweep and mop as needed.
- h. Parking Lot: Pick-up debris in covered area. Empty ashtrays and trash cans.
- i. Emergency Communications Center: Inspect daily and clean as needed. Dust furniture; i.e., chairs, tables, desks, counters and cabinets. Clean sink, remove trash, clean walls up to ceiling. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- j. Firing Range Offices: Mop floor, dust, and remove trash.
- k. Cot Room: Inspect daily. Mop floor, dust and remove trash as needed.
- l. Report Room: Mop floor, dust, and remove trash.

m. Briefing Room: Vacuum, dust, and remove trash.

## **2. Weekly Tasks**

- a. Jail Cells and Cell Area: Sweep and mop all floor surfaces with hot water, soap and disinfectant. Remove build-up of dirt, dust, and stains along wall edges in cells and cell areas where floors are mopped.
- b. Inspect floors and walls for stains. Clean and remove all visible stains on floors and walls. Sweep and mop floors in drunk tank. Clean walls, sweep and mop storage room (Room # 45). Dust all high wall areas. Disinfect mats in cells and drunk tank.

## **3. Monthly Tasks**

- a. Lobby: Clean high window areas at entrance.

## **4. Quarterly Tasks**

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.



## RECREATION PARK

### 1. Daily Tasks

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Exterior and Gymnasium Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- d. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

### 2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris. Mop all floors, and clean walls. Dust all high wall areas.

### 3. Monthly Tasks

- a. Lobby: Clean window areas at entrance. Complete steam wash outside restrooms.

### 4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

## LAS PALMAS PARK

### 1. Daily Tasks

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Gymnasium Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- d. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- e. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

### 2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep and vacuum floor for loose debris, clean walls, dust all high wall areas.

### 3. Monthly Tasks

- a. Lobby: Cleaning of window areas at entrance.
- b. Outside Restrooms: Complete steam cleaning.

## PIONEER PARK

### 1. Daily Tasks

- a. Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.

### 2. Weekly Tasks

- a. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

### 3. Monthly Tasks

- a. Steam clean exterior restroom entrances.

## **LIST OF ATTACHMENTS**

Attachment A	Bid Sheet
Attachment B	Sample Professional Service Agreement

**FACILITY FLOOR PLANS**

**WILL BE PROVIDED AT MANDATORY  
JOB WALK**

**Attachment A  
Bid Sheet**

**Maintenance Facilities/ Parks/ Buildings  
Full Service Schedule**

□

	<b>Building/ Facility/ Park</b>	<b>Address</b>	<b>Approx. Sq. Footage</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	City Hall (daily – alternating schedule 4 times/week; 5 times/week)	117 Macneil Street	14,432		
2	Police Department (daily – 7 times/week); General Offices (daily – 5 times/week)	910 First Street	19,669		
3	Public Works Operations Center (daily – 3 times/week)	120 Macneil Street	11,345		
4	Public Works Equipment Yard Trailer (daily – 3 times/week)	501 First Street	1,864		
5	Recreation Park (daily – 7 times/week)	208 Park Avenue	20,334		
6	Las Palmas Park (daily – 7 times/week)	505 South Huntington	18,691		
7	Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week)	2025 Fourth Street	1,120		
8	Pioneer Park Exterior Restrooms (daily – 7 times/week)	828 Harding Avenue	700		
9	Layne Park(daily-7 times/week)	120 N. Huntington ST.	200		
			<b>88,355</b>		

\*Not Currently Open; Start Date to be determined.

\*\*See Tasks Checklist for detail of each facility.

**Bid Sheet**

**Maintenance Facilities/ Parks/ Buildings  
Reduced Service Schedule**

	<b>Building/ Facility/ Park</b>	<b>Address</b>	<b>Approx. Sq. Footage</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
1	City Hall (daily – 3 times/week)	117 Macneil Street	14,432		
2	Police Department (daily – 7 times/week); General Offices (daily – 5 times/week)	910 First Street	19,669		
3	Public Works Operations Center (daily – 3 times/week)	120 Macneil Street	11,345		
4	Public Works Equipment Yard Trailer (daily – 3 times/week)	501 First Street	1,864		
5	Recreation Park (daily – 5 times/week)	208 Park Avenue	20,334		



2024

CONTRACT SERVICES AGREEMENT  
(Janitorial Services at City Owned Buildings)  
(CONTRACTOR: \_\_\_\_\_)

THIS 2018 CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and \_\_\_\_\_ (hereinafter, "CONTRACTOR"). The capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" shall refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY requires the performance of janitorial services within the meaning of Title 8 California Code of Regulations Section 16000 for various CITY facilities; and

WHEREAS, CITY issued a request for written proposals for such services dated \_\_\_\_\_ 2024 ("RFP"); and

WHEREAS, CONTRACTOR submitted a written proposal in response to the RFP along with other proposals from other interested vendors; and

WHEREAS, CITY has determined CONTRACTOR has the requisite experience, skill and capacity to competently and responsibly performance the services contemplated herein; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of \_\_\_\_\_ 20\_\_\_\_ under Agenda Item \_\_\_\_\_; and

WHEREAS, CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONTRACTOR AGREE AS FOLLOWS:**

I.

SCOPE AND PROSECUTION OF WORK; COMPENSAITON

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in that certain proposal entitled "\_\_\_\_\_" and dated as of \_\_\_\_\_ 20\_\_\_\_ which is attached and incorporated hereto **Exhibit "C"** (hereinafter the "Scope of Work"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work



shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONTRACTOR nor anyone acting on CONTRACTOR's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

## 1.2 TERM:

- A. This Agreement shall have a term of THREE (3) YEARS commencing as of the date the Agreement has been executed by all of the Parties hereto, (hereinafter, the "Initial Term"). CITY shall have the option to extend the Agreement for a maximum of two (2), one-year extension terms subject to the same terms and conditions set forth herein. CITY shall exercise each such extension option by provide written notice to CONTRACTOR of its desire to extend the term of the Agreement, provide such notice is delivered prior to the expiration of the Initial Term, in the case of the first extension option and prior to the expiration of the first extension term, in the case of the second option.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

## 1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONTRACTOR shall perform and complete all of the services and tasks set forth under "Exhibit A", the Scope of Work at the rates of compensation set forth in that certain compensation schedule within "Exhibit A".
- B. Subsection (A) of this Section notwithstanding, CONTRACTOR's total aggregate compensation shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Annual Not-to-Exceed Sum") during any single calendar year during the Initial Term or any extension term without the prior consent and approval of the San Fernando City Council as evidenced by the execution of a written amendment to this Agreement.

## 1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONTRACTOR on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONTRACTOR shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONTRACTOR and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONTRACTOR's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONTRACTOR shall not undertake nor shall CONTRACTOR be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Yazdan Emrani, Director of Public Works/City Engineer, and Rodrigo Mora, Public Works Superintendent, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACTOR'S REPRESENTATIVE: CONTRACTOR hereby designates \_\_\_\_\_ to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR's Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by

CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's profession;
- B. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONTRACTOR and under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR

reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONTRACTOR shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the supervision of its employees, agents, contractors and for the negligent acts and/or omissions of the same. All persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.12. FINGERPRINTING AND BACKGROUND CHECKS: All employees hired by CONTRACTOR to perform the work specified in this Agreement must satisfactorily submit to and pass a fingerprinting and background check performed by San Fernando Police Department or such other entity designated by the CITY in its sole and absolute discretion. CONTRACTOR shall be solely responsible for the cost of all such fingerprinting and background checks, including any and all fees and other similar charges. These results must be submitted to the CITY prior to an employee commencing work under this Agreement at city facilities. CONTRACTOR shall not assign personnel to perform under this Agreement who have not submitted to fingerprinting and the background check; whose background check results disclose information which, in the sole and

absolute judgment and discretion of the CITY, make such personnel unsuitable or undesirable to have access to CITY facilities.

III.  
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONTRACTOR agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. CONTRACTOR shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONTRACTOR agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONTRACTOR shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
  - D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest

published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONTRACTOR fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONTRACTOR to stop any and all work under this Agreement or withhold any payment, which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONTRACTOR shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONTRACTOR under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONTRACTOR's procurement of insurance shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's indemnification duties set forth under Article V of this Agreement.

FIDELITY BOND: Throughout the entire Initial Term of this Agreement and any extension term, CONTRACTOR shall obtain a fidelity bond from a surety approved by the CITY in its sole and absolute discretion and in a form approved by the CITY in its sole and absolute discretion for all employees performing work under this Agreement against theft of personal property. The fidelity

bond shall be in an amount no less than Fifty Thousand Dollars (\$50,000). CONTRACTOR shall provide CITY with a copy of the bond endorsement affecting such coverage. Such bond shall either name the CITY as an insured obligee or include an endorsement naming the CITY as an additional obligee and providing for customary coverage in favor of the CITY. If the CONTRACTOR does business as an individual, such fidelity bond shall cover himself or herself also as an individual as a protection to the CITY.

IV.  
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY will not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article, or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision

shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONTRACTOR specifying the effective date of such termination for convenience. Upon termination for convenience, CONTRACTOR shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONTRACTOR is in breach (whether or not such breach is caused by CONTRACTOR or CONTRACTOR's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.



VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidentially by CONTRACTOR. Such materials shall not, without the prior written consent of CITY, be used by CONTRACTOR for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

**NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Subcontractor Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**CITY:**

City of San Fernando

Department of Public Works

Attn: Rodrigo Mora

117 Macneil Street

San Fernando, CA 91340

rmora@sfcity.org

Tel: (818) 898-1293

Fax: (818) 898-3221

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.3 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.4 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.5 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS:** CITY reserves the right to employ other CONTRACTORS in connection with the various projects worked upon by CONTRACTOR.

6.6 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.7 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.8 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

- 6.9 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.18 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.19 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONTRACTOR and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

**[SIGNATURE PAGE TO FOLLOW]**

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the date upon which all of the Parties have executed this Agreement.

**CITY:**  
City of San Fernando

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CONTRACTOR:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE