



MEMORANDUM

TO: CITY COUNCIL

FROM: BILL ROBESON, PUBLIC WORKS DIRECTOR

BY: RON SIMPSON, PUBLIC WORKS MANAGER

SUBJECT: CONSIDERATION OF AN AGREEMENT FOR CONTRACTOR SERVICES WITH BRENDLER JANITORIAL SERVICES FOR THE POLICE STATION AND THE RECREATION BUILDING

DATE: JANUARY 28, 2020

SUMMARY OF ACTION:

Approval of an Agreement with Brendler Janitorial Services for janitorial services in the amount of \$625.00 per month for the Police Station and \$725.00 per month for the Recreation Building for a three-year term.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES

Annually, \$6,000 will be charged to the Police Department's contract services account with the remaining \$10,200 charged to the Public Works Government Building contract services account if this agreement is approved. Funds have been allocated in the Budget for both the Police Department and Public Works Government Buildings contract services accounts.

RECOMMENDATION:

It is recommended the City Council approve an Agreement for Contractor Services with Brendler Janitorial Services for the Police Station and the Recreation Building.

BACKGROUND:

Traditionally, janitorial service of the Police Station had been completed by City Public Works personnel. Police Station remodeling and staffing reductions in the Public Works Department have provided an opportunity to consider more cost effective options for providing janitorial services. The use of private janitorial firms has the potential to continue high level maintenance services in applicable areas while reducing staff costs and associated expenses. Brendler Janitorial is the current Janitorial contractor.

ANALYSIS OF ISSUES:

On December 10, 2019, a Request for Proposals was issued inviting proposals for janitorial services. One bid was received by the deadline of January 7, 2020 from Brendler Janitorial Services in the total amount of \$1,350.00 per month.

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Providing janitorial services for the proposed areas through the use of private janitorial service contractors is a more cost effective alternative than utilization of City personnel.

Staff has determined the submitted bid to be responsive and recommends entering into an Agreement for Contractor Services with Brendler Janitorial Services. The proposed agreement term is for three-years with an option to extend the agreement for two additional one-year terms upon mutual consent of both parties. The agreement is proposed to commence on February 1, 2020.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve an agreement for janitorial services with Brendler Janitorial Services;
2. Do not approve an agreement for janitorial services with Brendler Janitorial Services; or
3. Provide other direction to staff.

ADVANTAGES:

The proposed agreement continues to free up City staff time to do other necessary maintenance activities and allows both City facilities to be serviced by a professional janitorial company.

DISADVANTAGES:

No disadvantages have been identified.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES (“Agreement”) is made and effective as of January 28, 2020, between **BRENDLER JANITORIAL SERVICES** (“Contractor”), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation (“City”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 1, 2020 and shall remain and continue in effect until January 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional one (1) year periods after the initial term upon written agreement by City and Contractor. All terms and conditions of this Agreement shall apply to any additional one (1) year term.

2. **SERVICES**

Contractor shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “A”, attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

City’s **Public Works Manager** shall represent City in all matters pertaining to the administration of this Agreement. **Terry McGillicuddy** shall represent Contractor in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The City agrees to pay the Contractor in accordance with the payment rates and terms set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at

least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Contractor shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section 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 here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

12. **INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support,

testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Ron Simpson, Public Works Manager
1375 Ash St.
Arroyo Grande, CA 93420

To Contractor: Brendler Janitorial Service
Terry McGillicuddy
PO Box 476
Templeton, CA 93465

18. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Contractor agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
Caren Ray Russom, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Timothy J. Carmel, City Attorney

EXHIBIT A

SCOPE OF WORK

Technical Specifications for City of Arroyo Grande Police Department and Recreation Building Janitorial Services

WEEKLY SERVICE:

Police Station Service is to take place between the hours of 4pm and 8pm on Mondays and Thursdays. Recreation Building Service is to take place after normal operation hours on Sunday, Tuesday and Thursdays.

Task per clean day:

Floors: Vacuum all hard surface and carpet areas with a backpack vacuum. Damp mop all hard surface floors with "Sparkle" cleaning product. Wipe down entry Glass door and reception glass with special cleaner and cloth as not to scratch.

Restrooms:

1. Scrub and clean the water closets, urinals, sinks, doors, partitions, floors and dispensers. Fixtures shall be free of stains. Top and bottom of toilet seats, base and behind fixtures shall be clean. Floors shall not have standing water and shall be squeegee' d or swept after washing to remove standing water. A germicidal detergent shall be used for cleaning.
2. Walls, ceilings and light fixtures will be kept free of cob webs and dirt.
3. Check for proper operation and refill all dispensers and paper products.
4. Empty and clean trash containers; replace trash can liners.
5. While servicing restroom, Contractor shall post a sign at the entrance door indicating that the restroom is temporarily closed for cleaning.
6. Any damage shall be reported immediately to the Public Works Supervisor at 805-473-5488.

Paper Products and Supplies:

1. The Contractor shall provide all equipment, detergents, mops, hoses, brushes, cleaning products and disinfectants required to maintain the restroom in a clean and orderly manner. Paper products will be provided by the City.
2. The quality of all cleaning supply products are subject to approval by the City.
3. Contractor to provide the City of Arroyo Grande with SDS for all chemicals used.

General Requirements:

1. Employees shall wear uniform furnished by Contractor and bearing company name at all times while servicing City sites. Contractor vehicles must be identified with a prominent company logo.
2. Contractor is responsible to collect trash from all restrooms. City trash receptacles or dumpsters located at City Park facilities are not to be utilized for disposal of restroom trash.
3. Contractor shall use due care to protect all furnishings, fixtures and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage.
4. Discharges of detergent and/or wash water to the storm water drainage system from cleaning or hosing of impervious surfaces is prohibited. Contractor is responsible to ensure that all washing fluids are discharged to the sanitary sewer via drains and/or floor drains, or recovered.

EXHIBIT B
PAYMENT SCHEDULE

\$1350.00 per month

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and subContractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement

and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirements

in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL



CITY OF ARROYO GRANDE

DEPARTMENT OF PUBLIC WORKS

1375 Ash Street, Arroyo Grande CA 93420

Telephone: (805) 473-5460 * Fax: (805) 473-5462

**NOTICE TO BIDDERS
REQUEST FOR QUOTATIONS**

DATE: December 10, 2019

SUBJECT: **Arroyo Grande Police Station and Recreation Building
Janitorial Services**

The City of Arroyo Grande is requesting quotes from established Janitorial companies for the routine Janitorial service of the Arroyo Grande Police Station and the Recreation Building. The janitorial services to be provided are detailed in the attached technical specifications. The successful Contractor will be responsible for providing all necessary equipment, manpower to perform the janitorial maintenance work as required in the Technical Specifications. It will be expected that the successful Contractor maintain high standards for quality of work on this project. A City of Arroyo Grande Public Works employee will be assigned to monitor the successful Contractor in order to ensure strict compliance with the technical specifications.

BID INFORMATION AND REQUIREMENTS

- **ALL BIDS MUST BE SUBMITTED ON THE ATTACHED QUOTATION FORM IN A SEALED ENVELOPE MARKED: Arroyo Grande Police Station and Recreation Building Janitorial Services. FAXED QUOTES WILL NOT BE ACCEPTED.**
- **BIDS MUST BE RECEIVED ON OR BEFORE THE BID DUE DATE AND TIME AT CITY OF ARROYO GRANDE, ATTN: GLENDA BONER, 1375 Ash Street, Arroyo Grande CA 93420**
- **CONTRACTOR MUST POSSESS THE APPROPRIATE LICENSES, AN ARROYO GRANDE BUSINESS LICENSE AND PROVIDE PROOF OF INSURANCE AT THE TIME OF AWARD OF CONTRACT.**

- **AN MANDATORY PRE-BID JOB WALK IS SCHEDULED FOR THURSDAY, DECEMBER 26TH AT 10:00 A.M. AT THE ARROYO GRANDE POLICE STATION LOCATED AT 200 N. HALCYON RD IN ARROYO GRANDE.**
- **AN MANDATORY PRE-BID JOB WALK IS SCHEDULED FOR THURSDAY, DECEMBER 26TH AT 11:00 P.M. AT THE ARROYO GRANDE RECREATION BUILDING LOCATED AT 1221 ASH ST IN ARROYO GRANDE.**
- **CONTRACTOR MUST HAVE PREVIOUS EXPERINCE PROVIDNG JANITORIAL SERVICES FOR SECURE FACILITIES AND ALL EMPLOYEES ASSIGNED TO THE POLICE STATION MUST PASS A LIVE SCAN FINGER PRINT EXAMATION.**
- **THE TERMS OF THIS SERVICES AGREEMENT ARE PROPOSED FOR THREE (3) YEARS WITH AN OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENTIONS ON MUTUAL CONSENT.**

CITY OF ARROYO GRANDE

DUE DATE: **JANUARY 7, 2020 2:00 p.m.** FAXED QUOTES NOT ACCEPTED.

PROJECT: **Arroyo Grande Police Station and Recreation Building Janitorial Services**

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all labor, services, material, tools, equipment, supplies, transportation, and all other items necessary therefore as provided in the Contract Documents, and to do everything required as specifically set forth in documents entitled: **Arroyo Grande Police Station and Recreation Building Janitorial Services**

It is also understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, including the Quotation Form, Technical Specifications, Facility Inventories and the Sample City Standard Agreement, copies of which are attached to this Request for Quotation.
2. The undersigned has, by examination of the work site, satisfied itself as to the nature and location of the Work and has fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The undersigned fully understands the Technical Specifications and has checked carefully all words and figures inserted in its Quotation and further understands that the City will in no way be responsible for any errors or omissions in the preparation of the Quotation.
4. In conformance with the current statutory requirements of Section 1860 et. seq. of the Labor Code of the State of California, the undersigned confirms the following as his or her certification:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract."
5. The undersigned will execute the Agreement without modification and furnish proof of the specified insurance coverage at the time of Award of Contract.
6. The undersigned are hereby notified that, pursuant to Section 1770, et. seq. of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing

rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed for each craft or type of worker or mechanic needed to execute the Contract which will be awarded to the successful Bidder. An up-to-date rate schedule can be obtained by contacting the Department of Industrial Relations, Division of Labor Statistics and Research, 455 Golden Gate Avenue, 5th Floor, Room 5184, San Francisco, CA 94102.

7. The undersigned understands that the City of Arroyo Grande is required to verify the successful contractor's City Business License before awarding the project. Failure of Contractor to be properly licensed upon submission of a quotation may cause the quote to be rejected.
8. The undersigned shall be responsible to call the City of Arroyo Grande Public Works Office at 805-473-5460, 72 hours prior to the bid opening date to confirm the receipt of any Addendum related to this Request for Quotations.
9. Mark the sealed envelope:
"Arroyo Grande Police Station and Recreation Building Janitorial Services"

**Return to: City of Arroyo Grande, Corporation Yard Office,
1375 Ash Street, Arroyo Grande, CA 93420**

For questions regarding the technical specifications, please call Ron Simpson, Public Works Supervisor at (805) 473-5488

QUOTATION SUMMARY FORM - TOTAL BID AMOUNT AND BIDDER INFORMATION

(Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

Arroyo Grande Police Station Janitorial Services
BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION

Business Name: _____

Mailing Address: _____

Phone Number: _____

Arroyo Grande Business License Number:

FACILITIES TO BE MAINTAINED PER ATTACHED TECHNICAL SPECIFICATIONS	WEEKLY FREQUENCY	WEEKLY PRICE	MONTHLY TOTAL COST (multiply weekly price by 4.3)
Arroyo Grande Police Department	x 2 Mon & Thurs.		
Arroyo Grande Recreation Building	x 3 Sun, Tues, Thurs		
TOTAL MONTHLY BID AMOUNT* (For Low Bid Determination)	NA	NA	

Signature of Bidder: _____ Date: _____

Print Name: _____ Position: _____

BIDS DUE: January 7, 2020 2:00 p.m

FAXED QUOTES NOT ACCEPTED

**REURN TO: City of Arroyo Grande
 Corporation Yard Office
 1375 Ash Street
 Arroyo Grande, CA 93420**

Technical Specifications for City of Arroyo Grande Police Department and Recreation Building Janitorial Services

WEEKLY SERVICE:

Police Station Service is to take place between the hours of 4pm and 8pm on Mondays and Thursdays.

Recreation Building Service is to take place after normal operation hours on Sunday, Tuesday and Thursdays.

Task per clean day:

Floors: Vacuum all hard surface and carpet areas with a backpack vacuum. Damp mop all hard surface floors with "Sparkle" cleaning product. Wipe down entry Glass door and reception glass with special cleaner and cloth as not to scratch.

Restrooms:

1. Scrub and clean the water closets, urinals, sinks, doors, partitions, floors and dispensers. Fixtures shall be free of stains. Top and bottom of toilet seats, base and behind fixtures shall be clean. Floors shall not have standing water and shall be squeegee'd or swept after washing to remove standing water. A germicidal detergent shall be used for cleaning.
2. Walls, ceilings and light fixtures will be kept free of cob webs and dirt.
3. Check for proper operation and refill all dispensers and paper products.
4. Empty and clean trash containers; replace trash can liners.
5. While servicing restroom, Contractor shall post a sign at the entrance door indicating that the restroom is temporarily closed for cleaning.
6. Any damage shall be reported immediately to the Public Works Supervisor at 805-473-5488.

Paper Products and Supplies:

1. The Contractor shall provide all equipment, detergents, mops, hoses, brushes, cleaning products and disinfectants required to maintain the restroom in a clean and orderly manner. Paper products will be provided by the City.
2. The quality of all cleaning supply products are subject to approval by the City.
3. Contractor to provide the City of Arroyo Grande with SDS for all chemicals used.

General Requirements:

1. Employees shall wear uniform furnished by Contractor and bearing company name at all times while servicing City sites. Contractor vehicles must be identified with a prominent company logo.
2. Contractor is responsible to collect trash from all restrooms. City trash receptacles or dumpsters located at City Park facilities are not to be utilized for disposal of restroom trash.

3. Contractor shall use due care to protect all furnishings, fixtures and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage.
4. Discharges of detergent and/or wash water to the storm water drainage system from cleaning or hosing of impervious surfaces is prohibited. Contractor is responsible to ensure that all washing fluids are discharged to the sanitary sewer via drains and/or floor drains, or recovered.

EXHIBIT E

CONTRACTOR'S PROPOSAL

QUOTATION SUMMARY FORM - TOTAL BID AMOUNT AND BIDDER INFORMATION
 (Complete and submit with all other required bid forms by the bid due date. Incomplete forms will not be accepted)

Arroyo Grande Police Station Janitorial Services
 BIDDER INFORMATION AND BUSINESS LICENSE VERIFICATION

Business Name: BROADWAY JANITORIAL SERVICE
 Mailing Address: PO Box 9116
TEMPLETON CA 93465
 Phone Number: (805) 434-0787
 Arroyo Grande Business License Number: no BL19-000362

FACILITIES TO BE MAINTAINED PER ATTACHED TECHNICAL SPECIFICATIONS	WEEKLY FREQUENCY	WEEKLY PRICE	MONTHLY TOTAL COST (multiply weekly price by 4.3)
Arroyo Grande Police Department	x 2 Mon & Thurs.	\$145.35	625.00
Arroyo Grande Recreation Building	x 3 Sun, Tues, Thurs	\$165.00	735.00
TOTAL MONTHLY BID AMOUNT* (For Low Bid Determination)	NA	NA	\$1350.00

Signature of Bidder: Terry McQuinn Date: 1-5-20
 Print Name: TERRY McQUINN Position: OWNER

BIDS DUE: January 7, 2020 2:00 p.m FAXED QUOTES NOT ACCEPTED

RETURN TO: City of Arroyo Grande
Corporation Yard Office
1375 Ash Street
Arroyo Grande, CA 93420

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