ITEM NO. 13

STAFF REPORT

CITY OF OCEANSIDE

DATE: October 14, 2009

TO: Honorable Mayor and City Councilmembers
Honorable President and Board of Directors

FROM: Harbor and Beaches Department

SUBJECT: **APPROVAL OF A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT INCLUDING A ONE-YEAR OPTION FOR JANITORIAL SERVICES FOR THE HARBOR AND BEACH AREA**

SYNOPSIS

Staff recommends that the City Council and Harbor Board approve a two-year professional services agreement including a one-year option to extend with California Office Maintenance of Poway in an amount not to exceed $446,400 for harbor and beach area janitorial services, and authorize the City Manager to execute the agreement.

BACKGROUND

The Harbor District and the City routinely contract for janitorial service for restrooms and laundry rooms in the harbor, restrooms on or near the beach and pier, the Harbor Administration Building and the Lifeguard Headquarters Building. In July of 2009, the Department of Harbor and Beaches solicited proposals from qualified private companies to perform the harbor and beach janitorial services.

ANALYSIS

Four companies responded to the proposal and were interviewed by a four-person panel comprised of City staff. A summary of the companies and their proposals is shown in the table below.

Company	City	24-Month Cost
Ayala Cleaning	Oceanside	$371,283
ISS Facility Services	San Diego	$372,000
OctoClean of the Inland Empire	Riverside	$429,648
California Office Maintenance	Poway	$446,400

During the interviews, it was apparent that three of the companies, Ayala Cleaning, ISS Facility Services and OctoClean of the Inland Empire had either no experience in large public restroom contracts, had severely underestimated the amount of paper products used, or had underestimated the number of staff needed to complete the contract.

California Office Maintenance was awarded the contract based on their past performance. California Office Maintenance has a proven record of providing a high quality of service at a competitive price. They are the current contract holder and have met or exceeded all terms and conditions of the current agreement.

FISCAL IMPACT

The cost for the agreement is included in the Department of Harbor and Beaches operating budget. The costs will be split between the Harbor and City services. The Harbor (854850751.5320.100445) will fund 68 percent; the Pier (852850101.5320) will fund 5 percent, and the Beaches (851850101.5320) will fund 27 percent of the agreement costs.

The cost of the two-year agreement is fixed for the first two years as shown:

	Harbor	Pier	Beaches	Total Cost
Agreement cost:	$303,552	$22,320	$120,528	$446,400

Funding for the first year of the agreement is included in the current budget. Funding for year two will be included in the FY 2010-11 budget.

The third (option) year's cost will be adjusted, based on the change in the All-Urban Consumer Price Index (CPI) for San Diego County.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council and Harbor Board approve a two-year professional services agreement including a one-year option to extend with California Office Maintenance of Poway in an amount not to exceed $446,400 for harbor and beach area janitorial services, and authorize the City Manager to execute the agreement.

PREPARED BY:

Frank Quan
Harbor and Beaches Coordinator

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Don Hadley, Deputy City Manager

Douglas E. Eddow, Real Property Manager

Teri Ferro, Financial Services Director

Attachment 1: Agreement
Attachment 2: Rating Sheet

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Harbor and Beaches Janitorial 09-12

THIS AGREEMENT, dated October 24, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and California Office Maintenance, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONSULTANT will provide janitorial services for the CITY as outlined in Attachment A.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Project Manager. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and

employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $446,400. Payments will be made in monthly increments of $18,600, paid within 30-days of

receipt of the invoice.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Project Manager. CONSULTANT shall obtain approval by the Project Manager prior to performing any work, which results in incidental expenses to CITY.

7. **TERMINATION.** This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. In the event of a termination for convenience by the CITY, CONSULTANT shall be paid the reasonable amount of services as of the effective date of the termination.

8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

   The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

   Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

CONSULTANT	CITY OF OCEANSIDE
By: _____	By: _____
Joe Johnson / California Office Maintenance	Peter Weiss / City Manager
President	APPROVED AS TO FORM:
33-0885959	_____
Employer ID No.	John Mullen / City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego

On 9-28-09 (Date) before me, J. F. Quan, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Joe Johnson (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

J. F. QUAN
Commission # 1847466
Notary Public - California
San Diego County
My Comm. Expires May 30, 2013

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. F. Quan (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Harbor & Beaches Janitorial PSA

Document Date: October 24, 2008 Number of Pages: 5 with 4 page attachment

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joe Johnson
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: California Office Maint.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ATTACHMENT A

Harbor and Beaches Janitorial Scope of Work

The CONTRACTOR shall provide a work force sufficient to complete the work as specified.

RESTROOMS

A. DAILY (Twice a day, seven [7] days per week)

- Wash down sidewalks with hose, clean entrance door, removing smudges.
- Spot clean all trim and wall surfaces for hand marks.
- Dust interior windowsills.
- Empty and clean trashcans, replace trash bags.
- Clean all toilet rooms. This includes wet-mopping the floor, thorough cleaning of commodes, toilet seats, urinals, sinks, faucets, mirrors and shower area. Sanitize, disinfect and deodorize toilet commodes, toilet seats, sinks and urinals.
- Fill soap, toilet tissue and seat cover containers.
- Clean drinking fountain outside.
- Clean light fixtures.
- Turn off all lights.
- Restroom floor must be dry when work crews leave building.
- Remove any graffiti
- Unstop minor toilet clogs

B. THIRD DAILY CLEANING (Between 10:00 a.m. –NOON April 15-October 15)

- Pick up trash in and around the restrooms.
- Empty and clean trashcans, replace trash bags.
- Fill soap, toilet tissue and seat cover containers.

C. WEEKLY

- Clean and polish all interior brass, nickel or other metal, including door push plates.
- Wash woodwork in toilet rooms and remove splash marks from walls, urinals and toilet partitions.

- Wash all toilet tissue, towel, rubbish and sanitary containers and laundry areas.
- Provide notice of day of the week each service is to be performed (example: every Monday, etc.).

D. BI-WEEKLY (Twice Per Month)

- High-dust all door sashes, tops of partitions, ledges, or any other place where dust and dirt will accumulate.
- Provide notice of days each service is to be performed (example: second and fourth Tuesday of each month, etc.).

E. MONTHLY

- Wash down building exterior and ceiling with hose.
- Wash all windows, inside and out.
- Provide notice of day each service is to be done (example: third Friday of each month, etc.).

LAUNDRY ROOMS

A. DAILY (Seven (7) days a week)

- Wash down sidewalks with hose, clean entrance.
- Spot clean all trim and wall surfaces for hand marks.
- Dust interior windowsills.
- Empty and clean trashcans, replace trash bags.
- Wipe down machines.
- Clean light fixtures.
- Turn off all lights.
- Laundry room floor must be dry when work crews leave building.
- Remove any graffiti
- Unstop minor drain clogs

HARBOR ADMINISTRATION BUILDING and LIFEGUARD HEADQUARTERS BUILDING

A. FIVE DAYS PER WEEK (Monday through Friday, excluding listed Holidays)

- Sweep and pick up litter at entrances.
- Clean door glass.
- Vacuum and straighten out front entry mats.
- Wipe entrance doors free from finger marks.
- Vacuum all carpets.
- Spot clean carpets when required.
- Empty all wastebaskets and ashtrays, and place trash in designated exterior pick-up locations.
- Replace waste container liners, as necessary.
- Dust all desks (except desk tops), chairs and office furniture,

removing finger marks, smudges and ink or beverage stains.

- Clean, polish and sanitize all drinking fountains and sinks.
- Remove smudges from doorframes, counters and walls.
- Remove smudges from around wall switches.
- Clean microwave oven(s), coffee pot(s), sink(s) and surrounding areas, and exterior of refrigerator(s).
- Arrange furniture in proper position.
- Keep janitor's closet clean and orderly.
- Pick up and replace magazine, information pamphlets, etc.; place in orderly stacks.
- Fill paper towel dispensers.
- Secure all doors and lights after completion of work.
- Sanitize basins, bowls and urinals.
- Keep toilet bowls and urinals free from scale.
- Disinfect toilet seats (both sides).
- Wipe down restroom walls around all fixtures.
- Clean all exposed pipes attached to plumbing fixtures.
- Damp mop and sanitize restroom floors.
- Clean mirrors and polish metal.
- Empty and wipe out all restroom waste receptacles.
- High-dust partitions, doors and trim.
- Fill soap dispensers, toilet paper dispensers, paper towel dispensers, sanitary napkin dispensers and toilet seat cover protector dispensers.
- Remove any graffiti
- Unstop minor toilet clogs
- Clean elevator interior

B. WEEKLY

- Perform high and low dusting.
- Remove fingerprints from woodwork, wall, partitions and door trim.
- Dust tops of all partitions, doorheads, ledges and bookcases.
- Dust pictures, picture frames, and all other wall hangings.
- Wash restroom walls and toilet compartment partitions.
- Hose outside entrance.
- Provide notice of day of week each service is to be performed (example: Monday, etc.).

C. MONTHLY

- Perform high dusting such as walls and high moldings.
- Dust wall and ceiling vents and ceiling light fixtures.

- Wipe down plastic and leather furniture.
- Thoroughly vacuum upholstered furniture.
- Clean all windows inside and out.
- Provide notice of day of month each service is to be performed (example: second Wednesday of each month, etc.).

SPECIAL EVENTS

During special events, the affected restrooms will need to have the restroom daily cleaning items performed on a continuous basis during the event to ensure the restrooms are maintained in a clean and serviceable condition. Plan for 10 days of special events cleaning of beach area restrooms and 6 days of special events cleaning of Harbor restrooms.

GENERAL SERVICES

All services not specifically enumerated but coming under the general heading of **GOOD HOUSEKEEPING** will be performed by the CONTRACTOR. CONTRACTOR will provide days of weekly, bi-weekly and monthly services. CONTRACTOR shall notify CITY of any items requiring maintenance or repair for the CITY to take appropriate action.

HOLIDAYS

The Harbor Administrative Building and the Lifeguard Headquarters will be closed and are not to be serviced on the following days: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

LOCATIONS

Janitorial cleaning and maintenance services will be performed at the locations described below:

- Slip renters restrooms in Harbor service buildings 2, 5, 6, 7, 8, 9 and F-Dock;
- Public restrooms at the beach sandwich shop and Harbor service buildings 1, 2, 4, 6, 7 and 8;
- Beach area public restrooms located in service buildings at Sportfisher Drive, Beach Main, Tyson Park, The Pier, Wisconsin Street, and Breakwater Way;
- Laundry rooms in Harbor service buildings 5, 6, 7 and 9;
- Harbor Administration Buildings (1540 Harbor Drive North), including four restrooms, one shower and outside sink area;
- Lifeguard Headquarters Building (under Oceanside Pier), including three restroom and showers.

Harbor and Beaches Janitorial Interview Summary and Ratings Sheet

Company Name	Price (12 months)	Positives	Negatives
Ayala Cleaning	$185,641	• Price	• No public restroom experience. • Paper product budget is approximately 50% of actual use numbers. • In most of the references listed, Ayala was a project manager, not the prime contractor.
ISS	$186,000	• Large company • Price	• Labor cost does not calculate. • Paper product budget is approximately 50% of actual use numbers.
California Office Maintenance	$223,200	• Proven track record (current contract holder)	• Highest price.
OctoClean	$214,824	• None	• Work plan uses 50% reduction in staff, only spending 7-8 minutes per restroom. • Unclear as to whom the contract holder would be, the parent company or the franchise holder.

Interview Scores					
	Quan	Balch	Cook	Gurley	**Average**
ISS	78	85	86	80	**82.25**
OctoClean	45	50	65	45	**51.25**
California Office Maintenance	100	100	90	95	**96.25**
Ayala Cleaning	60	67	55	40	**55.5**