

STAFF REPORT*CITY OF OCEANSIDE*

DATE: August 20, 2008

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

FROM: Harbor and Beaches Department and Public Works Department

SUBJECT: **APPROVAL OF AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE HARBOR AND BEACH AREA**

SYNOPSIS

Staff recommends that the City Council and Harbor Board approve Amendment 2 in an amount not to exceed \$222,136 to the professional services agreement with California Office Maintenance of Poway for harbor and beach area janitorial services, extending the term of the agreement from September 30, 2008, to September 30, 2009; and authorize the City Manager to execute the amendment.

BACKGROUND

The Harbor District and the City routinely contract for janitorial service for restrooms and laundry rooms in the harbor, and restrooms on or near the beach and pier, the Harbor District Administration Building, and the Lifeguard Headquarters Building. In April of 2005 the Harbor District solicited proposals from qualified private companies to perform the harbor and beach janitorial services.

ANALYSIS

Three companies responded to the proposal and were interviewed by a three-person panel. California Office Maintenance was awarded the contract based on their past performance and cost.

The original agreement, approved by the City Council on July 20, 2005, was for two years with two one-year options beginning October 1, 2005. The agreement extensions are based on the original bid plus an increase based on the Consumer Price Index (CPI) for "All Urban Consumers" for San Diego, California.

Amendment 1 to the agreement, approved by the City Council on September 19, 2007, extended the term of the agreement from September 30, 2007, to September 30, 2008.

California Office Maintenance has notified the City within the specified timeframe that they would like to renew for the second of their two option years.

California Office Maintenance has a proven record of providing a high quality of service for a competitive price and has met or exceeded all terms and conditions of the current agreement.

FISCAL IMPACT

The cost for the amendment is included in the Department of Harbor and Beaches operating budget. The costs will be split between the Harbor (751.596285.5211) and City services, Beaches (101.596230.5211 and Pier (101.596250.5211). The Harbor will fund 68 percent, the Pier 5 percent, and the Beaches 27 percent of the agreement costs.

The cost of the option year is:

	<u>Harbor</u>	<u>Pier</u>	<u>Beaches</u>	<u>Total Cost</u>
Agreement Cost:	\$151,057	\$11,110	\$59,969	\$222,136

The option year's cost was adjusted based on the change in the All-Urban Consumer Price Index for San Diego County. The CPI increased 2.3 percent in 2007.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

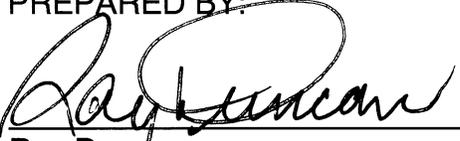
CITY ATTORNEY'S ANALYSIS

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 Amendment 2 in an amount not to exceed \$222,136 to the professional services agreement with California Office Maintenance of Poway for harbor and beach area janitorial services, extending the term of the agreement from September 30, 2008, to September 30, 2009; and authorize the City Manager to execute the amendment.

PREPARED BY:



Ray Duncan
Harbor and Beaches Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Donald L. Hadley, Deputy City Manager

Joseph Arranaga, Deputy Public Works Director

Douglas E. Eddow, Real Property Manager

Teri Ferro, Financial Services Director



Attachment 1

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH
CALIFORNIA OFFICE MAINTENANCE FOR HARBOR, BEACH AND
PIER JANITORIAL SERVICES**

This Second Amendment is to the professional services agreement between the CITY OF OCEANSIDE and the OCEANSIDE SMALL CRAFT HARBOR DISTRICT, hereinafter designated as "DISTRICT" and CALIFORNIA OFFICE MAINTENANCE, hereinafter designated as "CONTRACTOR", for Janitorial Services which was entered into on October 1, 2005. This Second Amendment modifies the terms of the October 1, 2005, agreement, as follows.

Section 6 – Term

6.02 The time period covered by this Second Amendment shall be in effect for one year, beginning October 1, 2008, and terminating on September 30, 2009.

Section 7 – Compensation

7.02 CONTRACTOR's compensation for all work performed in accordance with the Second Amendment shall not exceed \$166,602 for FY 2008-09 (October 1, 2008-June 30, 2009), and \$55,534 for FY 2009-10 (July 1, 2009-September 30, 2009). The costs of this Amendment will be borne as follows:

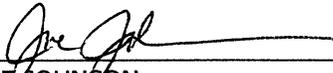
	FY 2008/09	FY2009/10
City General Fund (32%)	\$53,313.00	\$17,771.00
Harbor (68%)	<u>113,289.00</u>	<u>37,763.00</u>
	\$166,602.00	\$55,534.00

All other terms and conditions of the October 1, 2005, agreement remain in full force and effect and are not modified by this amendment.

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SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

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 Amendment to be executed by setting hereunto their signatures this 6 day of AUGUST, 2008.



JOE JOHNSON
Owner
California Office Maintenance

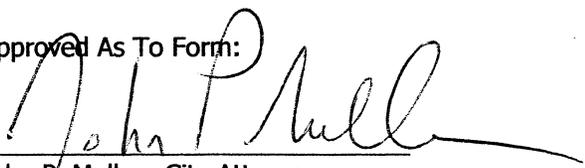
PETER A. WEISS
City Manager
City of Oceanside

33-0885959

Federal Employer ID Number

ATTEST:

Barbara Riegel Wayne, City Clerk

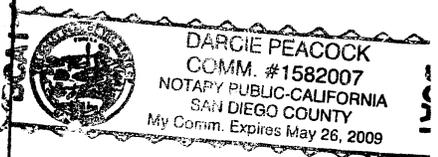
Approved As To Form:


John P. Mullen, City Attorney

Notary Acknowledgements, Proof of Authorization for signatories of CONTRACTOR and Insurance Certificates must be attached.

NOTARY ACKNOWLEDGEMENTS MUST BE ATTACHED

State of California
County of San Diego
On 8/6/08 before me, Darcie Peacock, Notary Public,
personally appeared Joe Johnson
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.
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
Darcie Peacock
Signature of Notary Public



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA OFFICE MAINTENANCE FOR HARBOR, BEACH AND PIER JANITORIAL SERVICES

This First Amendment is to the professional services agreement between the CITY OF OCEANSIDE and the OCEANSIDE SMALL CRAFT HARBOR DISTRICT, hereinafter designated as "DISTRICT" and CALIFORNIA OFFICE MAINTENANCE, hereinafter designated as "CONTRACTOR", for Janitorial Services which was entered into on October 1, 2005. This First Amendment modifies the terms of the July 20, 2005, agreement, as follows.

Section 6 – Term

6.02 The time period covered by this First Amendment shall be in effect for one year, beginning October 1, 2007, and terminating on September 30, 2008.

Section 7 – Compensation

7.02 CONTRACTOR's compensation for all work performed in accordance with the First Amendment shall not exceed \$162,855 for FY 2007-08 (October 1, 2007-June 30, 2008), and \$54,285 for FY 2008-09 (July 1, 2008-September 30, 2008). The costs of this Amendment will be borne as follows:

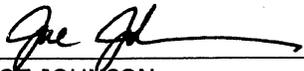
	FY 2007/08	FY2008/09
City General Fund (32%)	\$52,113.60	\$17,371.20
Harbor (68%)	<u>110,741.40</u>	<u>36,913.80</u>
	\$162,855.00	\$54,285.00

All other terms and conditions of the October 1, 2005, agreement remain in full force and effect and are not modified by this amendment.

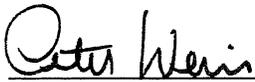
Remainder of Page Deliberately Left Blank

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

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 Amendment to be executed by setting hereunto their signatures this 12th day of SEPTEMBER, 2007.



JOE JOHNSON
Owner
California Office Maintenance

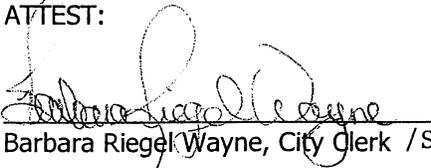


PETER A. WEISS
City Manager /HDB Administrative Officer
City of Oceanside

33-0885959

Federal Employer ID Number

ATTEST:



Barbara Riegel Wayne, City Clerk /Secretary

Approved As To Form:



John P. Mullen, City Attorney / HDB Attorney

Notary Acknowledgements, Proof of Authorization for signatories of CONTRACTOR and Insurance Certificates must be attached.

NOTARY ACKNOWLEDGEMENTS MUST BE ATTACHED

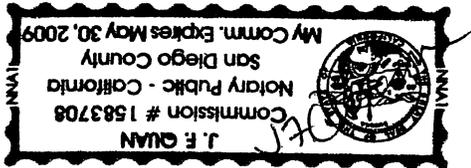
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On September 12, 2007 before me, J.F. Quan, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

- personally known to me
- 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.

WITNESS my hand and official seal.
J.F. Quan
Signature of Notary Public

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: Amendment to Professional Services Agreement With California Office Maintenance For Harbor, Beach and Pier Janitorial Services

Document Date: September 12, 2007 Number of Pages: 2

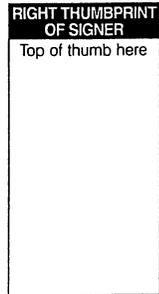
Signer(s) Other Than Named Above: Peter A. Weiss, Barbara Riegel Wayne, John Mullen

Capacity(ies) Claimed by Signer

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 MAINTENANCE, INC.



COPY-FYI

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: HARBOR AND BEACH JANITORAL SERVICES

THIS AGREEMENT is made and entered into this 20th day of July, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CALIFORNIA OFFICE MAINTENANCE, Inc., a California Corporation, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR's relationship to the CITY shall be that of an independent contractor. CONTRACTOR 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 Director, Public Works. The CONTRACTOR 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 Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR 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. **INSURANCE.**

3.1. **Liability Insurance.**

3.1.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

3.1.2. CONTRACTOR shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

HARBOR AND BEACH JANITORIAL SERVICES

Automobile Liability

Combined Single Limit Per Occurrence \$1,000,000

3.1.3. All insurance companies affording the provided coverage in Section 3.1.2 to the CONTRACTOR shall be required to add the City of Oceanside as "additional insured" under the insurance policy for all work performed in accordance with this Agreement.

3.1.4. All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

3.2 Workers' Compensation. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR 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 CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents.

4. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Omitted.

5. CONTRACTOR'S INDEMNIFICATION OF CITY.

CONTRACTOR 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 by the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement.

CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

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

6. TERM.

6.01 Commencement. The term of this Agreement shall be for a period of two years commencing on October 1, 2005 and terminating September 30, 2007.

HARBOR AND BEACH JANITORIAL SERVICES

6.02 Renewal Options. The CONTRACTOR may request extensions of the term of this Agreement for two (2) additional consecutive one (1) year terms under the terms and conditions of this Agreement, except compensation, which will be adjusted according to §7.3 and provided that the CONTRACTOR is not in default of this Agreement.

The CONTRACTOR may request extensions provided that written notice from the CONTRACTOR is received by the City Manager no sooner than **180 days and not later than 90 days** prior to the expiration of the term of this Agreement. No later than **60 days** from the receipt of CONTRACTOR 's written request to extend the term of this Agreement the City Manager shall, in writing provide CONTRACTOR with the CITY's determination to either accept or reject CONTRACTOR's request for extension. The acceptance of one Agreement extension does not obligate the CITY to accept a subsequent CONTRACTOR requested extension.

7. COMPENSATION.

CONTRACTOR's compensation for all work performed in accordance with this Agreement shall be **Four Hundred Twenty Thousand Dollars (\$420,000)**. Unit Prices and extra cleaning cost are more particularly described in Exhibit "B", attached hereto and by this reference made part of this Agreement.

7.01 CONTRACTOR shall provide CITY monthly invoices based on one twenty-fourth (1/24) of the Agreement cost. CITY will make payments within fifteen (15) days of the receipt of monthly invoice.

7.02 Compensation Adjustment Computation. Any term renewal compensation under the Agreement, including Exhibit "B", shall be computed in accordance with the following definitions and formulas:

Definitions:

Compensation Adjustment Index. The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

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Initial Compensation: The initial compensation at the commencement of the Agreement divided by two (2) years.

Existing Compensation: The existing compensation shall be the compensation in effect on the date proceeding the term renewal date.

Percent change in the CPI: The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period from January 1 through December 31 2006 for the third year renewal and January 1 through December 31, 2007 for the fourth year renewal.

Rent Adjustment Formulas:

First Adjustment: Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

Subsequent Adjustments: Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. DEFINITIONS. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". The use of "Project Manager"

HARBOR AND BEACH JANITORIAL SERVICES

shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

8.4. Licenses and Permits. The CONTRACTOR shall possess all licenses and permits required for the performance of the work required by this Agreement.

8.5. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.6. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.7. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.8. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any

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employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non-working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

8.9 Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.10 Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.11 FAILURE TO PERFORM SATISFACTORILY. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. PAYMENTS WITHHELD. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

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2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13 MINOR MODIFICATIONS. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14 INSPECTION. The Project Manager shall regularly inspect the restrooms for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.

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

10. 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 CONTRACTOR 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.

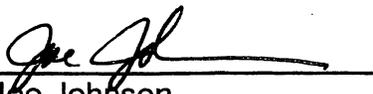
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HARBOR AND BEACH JANITORIAL SERVICES

11. **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.

12. **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 CONTRACTOR 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 this 20th day of July, 2005



Joe Johnson
President
California Office Maintenance, Inc.



Steven R. Jepsen
City Manager

Approved as to form:



DEPUTY
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

State of California }
County of San Diego } ss.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

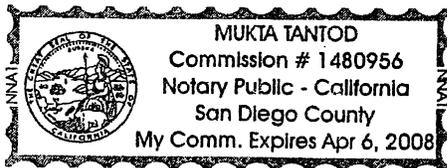
On June 13 2005, before me, Mukta Tantod,
Date Printed Name of Notary Public

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

- personally known to me - or -
 proved to me on the basis of satisfactory evidence:
 form(s) of identification CA D.L.
 credible witness(es)

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.

WITNESS my hand and official seal.



(Seal)

Mukta Tantod
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)
 Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

- Additional Signer(s) Signer(s) Thumbprint(s)
 Other

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

The CONTRACTOR's primary responsibility is to provide the maintenance and expertise necessary to keep the restrooms and buildings in a clean and serviceable condition at all times. The specifics that follow shall serve to define this prime directive.

The CONTRACTOR shall provide a full-time project superintendent. The superintendent shall have full jurisdiction over the scheduling of crews and equipment, the acquisition of materials and have authority to provide cost estimates for remedial work. The supervisor shall be on site at all times and have a mobile phone, fax machine and e-mail.

The CONTRACTOR shall furnish all labor, materials, supplies and equipment (including paper products, hand soap, product dispensers, including locks and keys, etc.), of an approved quality, necessary to perform the foregoing services. Sufficient materials and supplies for emergencies shall be maintained in the storage area at the Harbor.

1. MAINTENANCE SCHEDULES

A. ANNUAL SCHEDULES. CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format for the AGREEMENT year (example agreement year-July 1 through June 30). Annual Maintenance Schedules shall describe the weekly, bi-weekly and monthly requirements with the proposed dates of implementation. Schedules shall be coordinated with the Maintenance Manager to avoid planned DISTRICT event conflicts. Completed schedules are due to DISTRICT 15 days prior to the beginning of the AGREEMENT and annually thereafter 15 days prior to the AGREEMENT anniversary date.

B. SCHEDULE MODIFICATION. From time-to-time events, both planned and emergency may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from DISTRICT of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the DISTRICT.

2. EXTRA WORK.

Extra work shall not interfere with the completion of the general maintenance work. An "Extra" crew supervised by the CONTRACTOR shall be used in order to keep the regular maintenance crew doing their scheduled work. This provision will be strictly enforced.

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

Emergency cleaning, when directed by the DISTRICT, shall be completed as soon as possible and will be charged as an extra

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

3. 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.

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

- ◆ 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.).

4. 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

5. 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.

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

- ◆ 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.

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

- ◆ 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.).

6. SPECIAL EVENTS

During special events, the affected restrooms will need to have the restroom daily cleaning items performed on a continuous bases 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.

7. GENERAL SERVICES

The CONTRACTOR will perform all services not specifically enumerated but coming under the general heading of GOOD HOUSEKEEPING. CONTRACTOR will provide days of weekly, bi-weekly and monthly services. CONTRACTOR shall notify District of any items requiring maintenance or repair for the District to take appropriate action.

8. 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.

HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT A SCOPE OF WORK

9. 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.

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HARBOR AND BEACH JANITORIAL SERVICES

EXHIBIT B UNIT PRICES

<u>UNIT</u>	<u>EXTRA CLEANING PER HOUR</u>
Slip renters restrooms in Harbor Service Buildings:	\$20.00
Public restrooms:	\$20.00
Laundry rooms in Harbor Service Buildings:	\$20.00
Harbor Administrative Building	\$20.00
Lifeguard Headquarters:	\$20.00