

STAFF REPORT



ITEM NO. **10**
CITY OF OCEANSIDE

DATE: August 29, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **THREE-YEAR PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES AT THE SAN LUIS REY WASTEWATER TREATMENT FACILITY**

SYNOPSIS

Staff recommends that the City Council approve a three-year professional services agreement in the amount of \$88,586 with Bernal's Cleaning Company of Oceanside, to provide janitorial services at the San Luis Rey Wastewater Treatment Facility; and authorize the City Manager to execute the agreement.

BACKGROUND

Historically, the janitorial services at the San Luis Rey Wastewater Treatment Facility were contracted on an annual basis. Because of the lower dollar amount, these past agreements had been administratively approved by staff. This year it was determined that a long term (3-year) contract could provide an overall cost savings for the department.

ANALYSIS

On May 8, 2012, a request for proposals was sent out to three vendors for janitorial services at the San Luis Rey Wastewater Treatment Facility. Three proposals were received. The first vendor which was recommended for award later rescinded their proposal due to a miscalculation which was discovered within their proposal.

The two remaining proposals were then reviewed by staff for compliance with the scope of work outlined in the request; Bernal's Cleaning Company, an Oceanside-based cleaning services business, was determined to be the most qualified company. Four times a week, janitorial services will be performed to the general office space, the kitchen/break room, the conference room and the restrooms, to include but not limited to cleaning, dusting, vacuuming, mopping and sanitizing of the administration/lab, maintenance, operations and SCADA areas at the San Luis Rey Wastewater Treatment Facility. Monthly services will include damp buffing of carpet and buff wax of vinyl

composition tile floors. Annual services will include steam cleaning of carpet and strip/wax of vinyl composition tile floors.

FISCAL IMPACT

The Facilities Maintenance fund (800800721.5320) has an approximate available balance of \$316,000. The 2012/2013 annual contract amount is \$29,529; therefore adequate funds are available. The remaining contract years will be budgeted during their respective budgeting cycles. The total contract amount for the three years is \$88,586.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a three-year professional services agreement in the amount of \$88,586 with Bernal's Cleaning Company of Oceanside, to provide janitorial services at the San Luis Rey Wastewater Treatment Facility; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



Jason Dafforn
Acting Water Utilities Division Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director



Exhibit A – Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: 3-YEAR CLEANING SERVICES AGREEMENT FOR THE SAN LUIS REY WATER RECLAMATION FACILITY

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and BERNAL'S CLEANING COMPANY, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: janitorial cleaning services at the San Luis Rey Water Reclamation Facility Administration Building/Laboratory, Operations Building and Maintenance Building. Work is more completely described in CONSULTANT'S proposal dated May 18, 2012 and attached hereto and incorporated herein as Exhibit 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 Water Utilities Director, or designee. 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 Water Utilities Director, or designee. 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. **WORKER'S 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 Worker's 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 |

| | |
|---------------------------------------|--------------|
| <u>Automobile Liability Insurance</u> | \$ 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, 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 conduct, negligent acts, errors or omissions or wrongful acts of 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, tortuous 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 three-year Agreement shall not exceed the total contract price of \$88,585.20 an annual contract price of \$29,528.40 or a monthly contract price of \$2,460.70.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director, or designee.

CONSULTANT shall obtain approval by the Water Utilities Director, or designee prior to performing any work, which results in incidental expenses to CITY.

7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer on a weekly basis as per the attached Exhibit A, Scope of Services. The term of the contract will be 3-years from the Notice to Proceed.
8. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
9. **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.
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 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

2012 3-YEAR CLEANING SERVICES AGREEMENT FOR
THE SAN LUIS REY WATER RECLAMATION FACILITY

provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 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 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 this 1st day of July, 2012.

BERNAL'S CLEANING COMPANY

CITY OF OCEANSIDE

By: _____

Signature

Victor Bernal Owner

Name/Title

By: _____

Peter Weiss, City Manager

By: _____

Signature

Name/Title

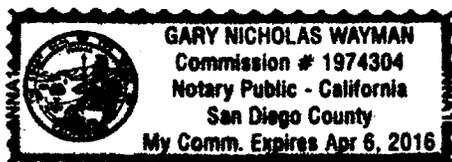
APPROVED AS TO FORM:

[Signature]

City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

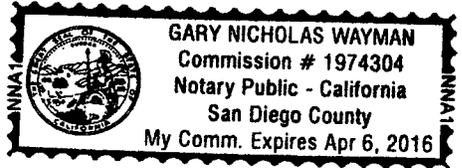
State of California

County of San Diego

On 7-31-12 before me, Gary N Wayman
Date Here Insert Name and Title of the Officer

personally appeared VICTOR A BENAVAL
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.



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: [Signature]
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: CITY OF OCEAN PROFESSIONAL

Document Date: Services 7-31-12 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

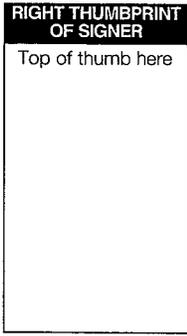
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

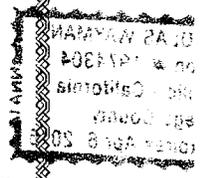
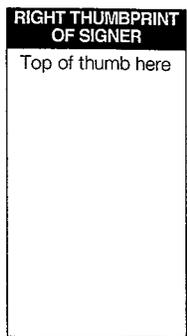
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Bernal's Cleaning Company
Your Best Selection

Estimate to: Mark Patnode

San Luis Rey Water Reclamation Facility

From:

Manager

Date:

5/18/2012

Subject:

Cleaning Estimate

The purpose for personal face to face consultation from one of our employees is to have the opportunity to meet you and completely understand the individual needs of your office, this also help us to give an accurate estimate and schedule for your Office.

Bernal's Janitorial Service is the leading cleaning company in Southern California due to its Excellent services of commercial cleaning. This company is based on experience, excellence, Integrity and quality. Our services stand out providing professionally trained personnel. Their Work is supervised with regularity, and monthly they are awarded with bonuses, the products We will use to clean your carpet, windows, floors and buildings are effective and safe.

We will service your company @

San Luis Rey Water Reclamation Facility

\$29,528.40 per year. Four Time day a week cleaning

Including regular cleaning, 12 times per year rotary carpet cleaning and tile buffing,

Strip and wax all VCT tile one time per year

Hot water extraction (steam) all carpet one time per year.

Our goal is to give you great service and complete satisfaction on your cleaning need. If you Have any questions, please give me a call. Thank you.

Sincerely,



Victor

Manager

Bernal's Cleaning Company

Victorbernal2000@yahoo.com

(760) 724-0455 Office

(760) 295-8766 Fax

Bernal's

Carpet Care & Janitorial

Bid/Estimate

B01421
Service Date(s)
TBD
Customer P.O.
SLR W R F
Customer no.
C01256

Carpets & Floods, Tile Strip & Wax Buff Cleaning Services

Customer
SLR Waer
Reclamation Facility
3950 N. River RD
Oceanside, CA 92058

Site Contact
Mark Patnode
760 435-5840

| Service(s) Performed | | Class | Amount |
|---|------------------|-------|------------|
| Service Pack Plus (included supervisor inspections) | | J/T/W | \$ 2371.37 |
| Complete front office Janitorial cleaning (See "TASK SCHEDULE" for full detail) | | | |
| W/H restrooms cleaning | | | |
| Four (4) day a week cleaning service | | | |
| Maintenance, Operations/SCDA Building | | | |
| Administration/Lab Building | | | |
| Windows cleaning six (6) times per year | | | |
| Strip/Wax all VTC floor one (1) time per year | | | |
| Buff wax to shine at 1500rpm (11) times per year add wax if needed | | | \$210.00 |
| Damp buff carpet, light chemical, neutralize (11) times per year | | | \$335.00 |
| Clean all carpet hot water extraction (steam) one (1) time per year | \$1072 | | \$89.33 |
| All Customers utilizing our janitorial service receive an additional discount on Scheduled Maintenance | | | |
| | | | |
| Please see notes for complete list of nightly duties | | | |
| Discount on scheduled maintenance | | | -545.00 |
| | | | |
| | | | |
| Class explanation | Sub Total | | \$2460.70 |
| TTile work | Misc Chrg | | |
| S.....Scale / Worn | | | |
| R..... restoration | Freight | | 0 |
| TG.....Tile / Grout | State Tax | | 0 |
| F..... Finish Required | Fed Tax | | 0 |
| WWindows | TOTAL | | \$2460.70 |
| *..... Ask about details | | | |