



DATE: September 25, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Public Works Department
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR PARK RESTROOM CLEANING SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Prizm Janitorial Services, Inc., of Escondido for park restroom cleaning services in the annual amount of \$72,509, and authorize the City Manager to execute the agreement.

BACKGROUND

In July, staff solicited proposals from qualified private companies to perform park restroom cleaning services. The prices received in the proposals were very competitive which will provide for the services to be contracted during the week and weekend. The 19 sets of restrooms at 16 parks will be cleaned once daily year-round by contracted services.

ANALYSIS

Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the only deciding factor. Exhibit A lists the nine companies with their bid amounts. Staff ranked Prizm first and it was also the low bidder.

The agreement is for a term of two years commencing October 1, 2013, and ending September 30, 2015. The City may renew the agreement with the same terms and conditions, except compensation, for two additional one-year terms. The yearly compensation would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego. There are no early termination clauses for the Contractor. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

FISCAL IMPACT

The two-year agreement cost is \$145,018. The Fiscal Year 2013/2014 agreement cost of \$72,509 is funded in the Public Works Parks Maintenance Budget (Acct. 660613101.5320). There is currently \$749,631 budget available in Acct 660613101.5320. Therefore, sufficient funds are available to fund the agreement.

INSURANCE REQUIREMENTS

The City’s standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

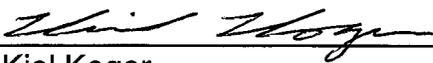
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

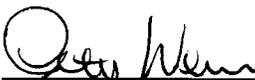
Staff recommends that the City Council approve a two-year professional services agreement with Prizm Janitorial Services, Inc., of Escondido for park restroom cleaning services in the annual amount of \$72,509, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



H. Kiel Koger
Maintenance and Operations Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Michael Blazenski, Interim Financial Services Director





Exhibit A – Bid Summary
Exhibit B – Professional Services Agreement

**PARK RESTROOM CLEANING SERVICES
EXHIBIT A**

BID SUMMARY (ANNUAL)

Prizm	\$72,508.80
Able	\$85,828.32
T & T Janitorial Services	\$93,120.00
ABM	\$116,079.43
Aztec Janitorial Services	\$117,668.73
Singh Group	\$122,275.00
UBM	\$172,900.00
San Carlos	\$242,725.00
Beatty's	Withdrew Bid

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

PROJECT: PARK RESTROOM CLEANING

THIS AGREEMENT, dated _____, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Prizm Janitorial Services, Inc., 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 the Agreement.
2. **LOCATION OF WORK.** Various locations within the City of Oceanside which are more particularly described in Exhibit "A" attached hereto and by this reference made part of the Agreement.
3. **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 CITY. 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.
4. **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 this Agreement.
5. **LIABILITY INSURANCE.**
 - 5.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial

PARK RESTROOM CLEANING

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.

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

5.3 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 CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

5.4 All insurance companies affording coverage to the CONTRACTOR 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.

5.5 All insurance companies affording coverage to the CONTRACTOR 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

PARK RESTROOM CLEANING

A-X or higher by A.M. Best.

- 5.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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.
- 5.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 5.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
6. **CONTRACT BONDS.** CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
 - Payment Bond that meets the requirements of California Civil Code section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement
7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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 or wrongful acts or conduct of the CONTRACTOR, 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. CONTRACTOR'S

PARK RESTROOM CLEANING

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, CONTRACTOR 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 CONTRACTOR.

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

8. TERM.

8.1 Commencement. The term of this Agreement shall be for a period of two years commencing on October 1, 2013 and terminating September 30, 2015.

8.2 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 to §9.3 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 Project 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 Project 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.

9. COMPENSATION.

9.1 CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall be **One Hundred Forty-Five Thousand and Seventeen Dollars and Sixty Cents (\$145,017.60)**. Unit Prices and extra cleaning costs are more particularly described in Exhibit "B", attached hereto and by this reference made part of this Agreement.

9.2 CONTRACTOR shall provide CITY Monthly invoices based on one twenty-fourth (1/24) of the Agreement cost.

PARK RESTROOM CLEANING

9.3 Compensation Adjustment Computation. Any term renewal compensation under this 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.

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 preceding 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 2014 for the third year renewal and January 1 through December 31, 2015 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: $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

PARK RESTROOM CLEANING

10. **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 CITY.

11. **SPECIAL PROVISIONS**

11.1 **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 budget constraints, 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.

11.2 **Fiscal Year Budget.** If the Fiscal Year Budget for the City during the initial term of the Agreement does not contain funds for the Agreement, then that portion of the Agreement shall be considered null and void effective July 1st, the beginning of the Fiscal Year in which the Agreement funds are not allocated. Nothing in this Agreement shall obligate the CITY to appropriate funds for the Agreement; provided, however that the City agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the Agreement.

11.3 **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 contract. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a cell phone for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period.

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

11.5 **Compliance with the Law.** The CONTRACTOR agrees that performance under the contract 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.

PARK RESTROOM CLEANING

- 11.6 Subcontractors.** Subcontractors shall not be allowed under the terms and conditions of the contract. 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.
- 11.7 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.
- 11.8 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 contract 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 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 contract 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 contract a minimum of two times each week

- 11.9 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

PARK RESTROOM CLEANING

the work under this Agreement.

- 11.10 Hazardous Conditions.** The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.
- 11.11 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.
- 11.12 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 the estimated cost for performance by City forces, plus City overhead, and shall include overtime pay as required to complete the work.
 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 contract can be completed for the balance then unpaid.
- 11.13 Minor Modifications.** The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.
- 11.14 Inspection.** The Project Manager shall regularly inspect park restroom cleaning operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the City. In no event shall discrepancies or deficiencies be continued through the next scheduled cleaning.
- 12. 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

PARK RESTROOM CLEANING

agreements.

13. **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.

14. **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.
15. **TERMINATION OF AGREEMENT.** Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

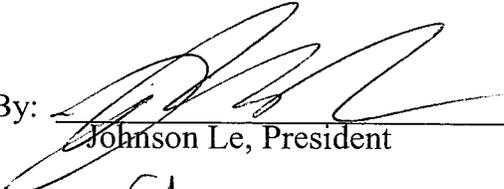
PARK RESTROOM CLEANING

16. **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 Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

PRIZM JANITORIAL SERVICES, INC.

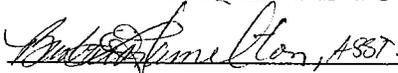
CITY OF OCEANSIDE

By: 
Johnson Le, President

By: _____
Peter A. Weiss, City Manager

By: 
Trinh Nguyen, Secretary

APPROVED AS TO FORM:



City Attorney

27-0384129
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

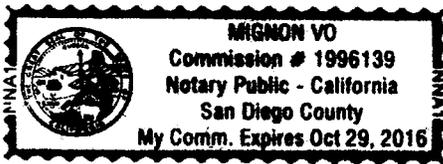
CIVIL CODE § 1189

State of California

County of SAN DIEGO

On Aug 12, 2013 before me, Mignon Vo, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared TRIN H NGUYEN JOHNSON LE
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: Mignon Vo
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

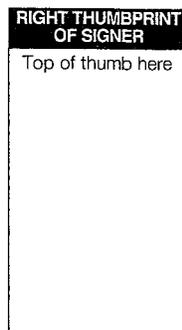
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

**PARK RESTROOM CLEANING
EXHIBIT A**

A. SCOPE OF WORK.

The CONTRACTOR's primary responsibility is to provide the maintenance and expertise necessary to keep the park restrooms 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 for the AGREEMENT. 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 provide an emergency phone number for the supervisor on call after hours to respond to immediate requests.**

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

1. MAINTENANCE SCHEDULES.

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

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.

Emergency cleaning, when directed by the CITY, 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. Restrooms shall be cleaned once per day and thoroughly in accordance with the following tasks. All tasks during this cleaning shall be completed between 4:00 a.m. and 7:30 a.m. of each scheduled day unless otherwise authorized by the Parks Supervisor. City will provide schedule of order in which restrooms are to be

**PARK RESTROOM CLEANING
EXHIBIT A**

cleaned. **CONTRACTOR shall leave restrooms and gates open after cleanings.**

A. DAILY REQUIREMENTS

- Contractor personnel shall be identified by uniform depicting the name of the organization of employment.
- Prior to entering restrooms, maintenance personnel shall announce who they are and that they are there to clean the restrooms.
- Prior to restroom cleaning, signs shall be posted stating that restrooms are being cleaned. Signs shall be posted where they will inhibit patrons from entering the restrooms.
- All debris and trash shall be removed from a 20' radius in and around the perimeter of the restroom buildings and floor surfaces. At no time will any debris be swept or washed down floor drains. Exterior trash from cans will be removed by City.
- Wash down sidewalks with hose, clean entrance door, removing smudges.
- Clean all toilet rooms. This includes wet-mopping the floor, thorough cleaning of commodes, toilet seats, urinals, sinks, faucets, and mirrors. Sanitize, disinfect and deodorize toilet commodes, toilet seats, sinks and urinals. Contractor shall use cleaners which kill hepatitis, and HIV virus. All fixtures must be dried after cleaning.
- Fill toilet tissue dispenser.
- Restroom floor must be dry when work crews leave building.
- City will remove all graffiti with the following exception. In the event there is graffiti in the form of profanity or illicit pictures, the contractor shall remove during the day of their cleaning or spray over using "KILZ".
- Unlock entry gates at Capistrano, Libby Skate Park and Palisades Park (Palisades by 6:00 am).
- Unstop minor toilet clogs.
- City will supply toilet paper.

There are six additional days (Holidays) that are included in the contractor's responsibilities for cleaning. The same cleaning schedule shall apply.

Holidays:

Martin Luther King Day – 3rd Monday in January
Memorial Day – Last Monday in May
July 4th
Labor Day – 1st Monday in September
Veterans Day – November 11th
Thanksgiving (Friday)

**PARK RESTROOM CLEANING
EXHIBIT A**

Special Second Cleaning – The City **MAY** elect to have the following sites cleaned by the CONTRACTOR March 1st through April 30th to include these sites on **SATURDAY** only. John Landes (1), Lake Blvd (1), Ron Ortega (2), Martin Luther King (2), Melba Bishop (1) Parks. These cleanings shall be between the hours of 2:00pm and 4:30pm. This will be billed to CITY as an extra cleaning per the chart on page 14.

CONTRACTOR shall be required to respond to CITY service requests, safety issues and emergencies when notified. An after hours emergency contact number for a supervisor MUST be provided.

B. LOCATIONS

The following are brief descriptions of each Park Restroom location. A set of restrooms means one man's and one woman's for a total of two restrooms per set. Additional restrooms may be added or deleted during the course of the AGREEMENT. The method for determining the adjusted AGREEMENT Price shall be the proposal price per set of restrooms plus or minus the number to be added or subtracted.

1. **Alamosa Park:** Mesa Drive and Alamosa Drive. Park site contains 1 set of restrooms.
2. **Balderrama Park:** 709 Lemon Street. Park site contains 1 set of restrooms.
3. **Buccaneer Park:** 1506 South Pacific Street. Park site contains 1 set of restrooms.
4. **Buddy Todd Park:** Mesa Drive and Parnassus Circle. Park site contains 1 set of restrooms.
5. **Capistrano Park:** 770 Capistrano Drive. Park site contains 1 set of restrooms. Open park gate only at CITY designated times.
6. **John Landes Park:** 2855 Cedar Road. Park site contains 1 set of restrooms.
7. **Lake Blvd. Park:** 4970 Lake Blvd. Park site contains 1 set of restrooms.
8. **Libby Lake Park:** 424 Calle Montecito Drive. Park site contains 1 set of restrooms. Close skate park gates only at CITY designated times.
9. **Luiseno Park:** Vandergrift and Douglas. Park site contains 1 set of

**PARK RESTROOM CLEANING
EXHIBIT A**

restrooms

- 10. Mance Buchanon Park:** 200 College Boulevard. Park site contains 2 sets of restrooms.
- 11. Martin Luther King Jr. Park:** 4300 Mesa Drive. Park site contains 2 sets of restrooms.
- 12. Melba Bishop Park:** 5306 North River Road. Park site contains 1 set of restrooms.
- 13. Oak Riparian Park:** 4625 Lake Blvd. Park site contains 1 set of restrooms.
- 14. Rancho Del Oro Park:** College Blvd. and Empressa. Park site contains 1 set of restrooms.
- 15. Ron Ortega Park:** Brooks and Maxson streets. Park site contains 2 sets of restrooms.
- 16. Foussat Skate Park:** Foussat Road & Alex Road. Park site contains 1 restroom only.

**PARK RESTROOM CLEANING
EXHIBIT B UNIT PRICES**

<u>Item</u>	<u>Description</u>	<u>Restroom Sets</u>	<u>Unit Cost</u>	<u>Extra Cleaning Charge</u>
1	Alamosa	1	\$12.38	\$30.00
2	Balderrama	1	\$12.38	\$30.00
3	Buccaneer	1	\$12.38	\$30.00
4	Buddy Todd	1	\$12.38	\$30.00
5	Capistrano	1	\$12.38	\$30.00
6	John Landes	1	\$12.38	\$30.00
7	Lake Blvd.	1	\$12.38	\$30.00
8	Libby Lake	1	\$12.38	\$30.00
9	Luiseno	1	\$12.38	\$30.00
10	Mance Buchanon	2	\$12.38	\$30.00
11	MLK Jr.	2	\$12.38	\$30.00
12	Melba Bishop	1	\$12.38	\$30.00
13	Oak Riparian	1	\$12.38	\$30.00
14	Rancho Del Oro	1	\$12.38	\$30.00
15	Recreation	2	\$12.38	\$30.00
16	Foussat Skate Park	1	\$12.38	\$30.00

* City will supply toilet paper.