AGREEMENT FOR THE CLEANING OF THE CITY OF SAN JOSE'S PUBLIC ART COLLECTION
BETWEEN THE CITY OF SAN JOSÉ
AND
GCA SERVICES GROUP

This Agreement is entered into as of November 1, 2011, by and between the City of San José, a municipal corporation ("City"), and GCA Services Group, Inc., a Delaware Corporation "GCA", or "Contractor").

R E C I T A L S

1. City has issued a Request for Proposal ("RFP") for citywide janitorial services and at specified City facilities;

2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Agreement Documents

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

Exhibit A - Scope of Services
Exhibit B - Compensation
Exhibit C - Insurance Requirements
Exhibit D - Labor Compliance Addendum
  Exhibit D-1 - Wage Requirements
  Exhibit D- 2 - Labor Peace
Exhibit E - Notice of Exercise of Option to Extend Agreement
Exhibit F - Supplemental Work Order Form

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. Scope of Services

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

3. Term of Agreement

3.1 Initial Term

The term of this Agreement is from *November 1, 2011* to *October 31, 2014*, inclusive,

subject to the provisions of Section 8 and subsection 3.2.

3.2 Options

City has the right to extend the term of this Agreement for five (5) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit C. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

3.3 No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

4. Compensation

City shall pay Contractor an amount not to exceed amounts described in Exhibit B of this document for Contractor's services and reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation".

5. Taxes and Charges

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

6. Labor Compliance

This Agreement is subject to City's Prevailing/Living Wage Policy and the applicable implementing regulations (collectively, the "Policy"). Contractor shall comply with the provisions of the attached Labor Compliance Addendum (Exhibit E) and Wage Requirements (Exhibit E-1), which set forth Contractor's obligations under the Policy. Contractor's labor peace assurances are set forth in the attached Exhibit E-2, entitled "Labor Peace".

7. Termination

8.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

8.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

8.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

8.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

8. INDEMNIFICATION AND WAIVER

9.1 Contractor's Indemnification

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of, related to or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

9.2 Contractor's Assumption of Risk and Waiver of Claims

Contractor agrees to voluntarily assume any and all risk of, and waives any and all claims or causes of action against City, its officers, employees or agents ("City Parties") for, loss, damage or injury to the person or property of Contractor, its agents, contractors, employees, officers, representatives, permittees and invitees, which may occur in, on or about the City facilities or property at any time and in any manner, except such loss, injury or damage as may be caused by the sole active negligence or sole willful misconduct of City Parties.

9. Insurance Requirements

Contractor agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements (City Facilities Other Than Airport)", which are attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

10. Waiver

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

11. Independent Contractor

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

12. Compliance with Laws

Contractor shall comply with all applicable laws, ordinances, codes, regulations, orders, requirements and policies (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

13. Conflict of Interest

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

14. Nondiscrimination

Contractor shall fully comply with all Federal and State of California laws pertaining to nondiscrimination, and Chapter 4.08 of the San Jose Municipal Code, and shall not discriminate against or grant preferential treatment to any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

15. Gifts

18.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

18.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

18.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 8 of this Agreement

16. Disqualification of Former Employees

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

17. Confidential Information

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

18. Ownership of Materials

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

19. Contractor's Books and Records

22.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

22.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

22.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

22.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives or Contractor's successor-in-interest.

20. Assignability

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

21. Subcontractors

Contractor may not use subcontractors to perform any services authorized under this Agreement.

24.1 Authorized Subcontractors

Notwithstanding Section 23 (Assignability) above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

24.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign

an agreement with Contractor requiring compliance with this Agreement.

22. Governing Law

This Agreement must be construed -- and its performance enforced--under California law.

23. Venue

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

24. Notices

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City:	Director of Finance City of San José 200 East Santa Clara St. San José, CA 95113
To Contractor:	GCA Services Group Attn: Richard Sanchez, Sr. Regional VP 941 Catherine Street Alviso, CA 95002

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

25. Miscellaneous

29.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

29.2 Assignment

Subject to the provisions of Section 23 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

29.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

29.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

_____
Deputy City Attorney

City of San José
a municipal corporation

By:_____
Name: Mark Giovannetti
Title: Purchasing Officer
Date:_____

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

By:_____
Name: Richard Sanchez
Title: Sr. Regional Vice President

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following services:

1 CONTRACT PERFORMANCE

1.1 Contractor shall provide all labor, equipment, tools, material and supplies to perform services under this Agreement.

1.2 Contractor shall clean City of San Jose's Public Art Collection ("Public Art") as described below in Section 3.

1.3 Contractor shall clean public art at the locations set forth below in section 3.

1.4 Contractor shall clean City's public art conforming to the performances standards set forth below in Section 3.

1.5 Contractor shall clean public art at the frequency levels set forth below in Section 3.

2 SCHEDULE

2.1 Contractor shall develop a performance schedule to conform to the service frequency levels provided for each art exhibit identified in Section 3 and have it approved by the City's project manager before starting performance of work.

2.2 Contractor must have work inspected after completion of work by its supervisor and City's project manager.

3 WORK TO BE PERFORMED, LOCATIONS, PERFORMANCE STANDARDS AND SERVICE FREQUENCY LEVELS PER EXHIBIT/TITLE OF ART/WORK

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Parade of Floats (Streetscape)*
Artist(s): Andrew Leicester

City Hall
200 East Santa Clara Street, San Jose, CA 95113

The "floats" are on North and South 5th Street that brackets City Hall

Materials: Tile and concrete

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

General Maintenance Needs
Tile to be washed using a mild detergent and clean water.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Commemoration of the Founding of the Pueblo San Jose de Guadalupe***
Artist(s): East Los Streetscapers

Parque de Los Pobladores
South Market Street and 1st Street, San Jose, CA 95113

This artwork is located on the southern end of the park at the intersection of S. 1st and S. Market Street.

Materials: Concrete, glazed tiles, grout, paving elements

General Maintenance Needs
Wash tile and concrete with a mild detergent and distilled water

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Plumed Serpent***
Artist(s): Robert Graham

Plaza de Caesar Chavez
San Carlos and Market St
San Jose, CA 95113

This artwork is located on the southern end of the plaza at the intersection of San Carlos and Market Streets.

Materials: Concrete and bronze:

General Maintenance Needs
Remove debris and wash statue and its base with a mild detergent; for bronze plaques - re-apply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti from statue and its base. Rinse until no detergent film is left behind.

Frequency per year: 2

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Title of Artwork: ***Origin***
Artist(s): Beliz Brothers

Tech Museum of Innovation : lower level 201
South Market Street
San Jose, CA 95113

This artwork has four components: Gold leaf column (the interior of the column has a seating area and tree roots – not shown), the terrazzo floor, strategically placed boulders, and a skylight (not shown). This artwork is located on the interior lower level.

Materials: terrazzo floor, boulders, metal cylinder, tree root, gold leaf, granite, diachronic and slumped glass, light tracking device:

General Maintenance Needs
Use a feather duster to dust tree roots and rocks

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Dance Synthesis***
Artist(s): Brian Holt

Center for the Performing Arts
255 Almaden Blvd.
San Jose, CA 95113

This artwork is located on the back exterior of the CPA.

Materials: White marble:

General Maintenance Needs
Dust and remove debris, wash with a mild detergent

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***California Bear***
Artist(s): Benjimino Bufano

Center for the Performing Arts
255 Almaden Blvd.
San Jose, CA 95113

This artwork is located in the center of the plaza next to the fountain.

Materials: concrete composite, bronze

General Maintenance Needs
Wash bear with distilled water and mild soap, polish terrazo with cold paste wax; for plaque wash with a mild detergent and clean with distilled water, re-apply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***Muwekma Ohlone Tribute (Coyotes and Eagle)***
Artist(s): Todd Andrews & Peter Schriffin

Guadalupe River bridge at Park Ave.
Woz Way at Park Avenue
San Jose, CA 95113

These artworks are located on the Guadalupe River Bridge at Park Avenue and Woz Way. The artwork consists of four coyotes on a tall base, one eagle on a tall base and eight hummingbirds on the top of four flag poles. The eagle and the hummingbirds are located in the median.

Materials: Bronze, stainless steel

General Maintenance Needs
Wash with a mild detergent and clean water, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***Wildlife of the Guadalupe River***
Artist(s): Nobi Nagasawa

McEnery Children's Park
San Jose, CA 95110

This artwork consists of a series of insects on tall poles located throughout the park.

Materials: steel posts, aluminum cast sculptures, glass eyes, painted metal:

General Maintenance Needs
Wash each insect with a mild detergent and clean water, towel dry. re-apply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***The Weaver's Gifts***
Artist(s): Alan Couhian

Confluence Point, Guadalupe River Park
San Jose, CA 95110

This artwork is located on Confluence Point on the Guadalupe River

Materials: Granite and limestone

General Maintenance Needs
Remove graffiti as it appears - etched graffiti requires a gentle grinding and a re-polishing. This will be achieved using an electric sander with 300 grit paper, followed by a polishing compound applied by hand or using an electric sander.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2 (Power wash each piece every other year)

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Title of Artwork: ***Veterans Memorial of San Jose - Santa Clara Valley***
Artist(s): Manhattan Projects

Lawn area adjacent to CPA: exterior
350 Park Avenue
San Jose, CA 95113

This artwork is located on Park Street, across from the Adobe building.

Materials: flagpoles, flags, glass, stone:

General Maintenance Needs
Clean glass using a chamois cloth or similar no-lint cloth, auto windshield fluid washer and dry with cloth.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Parade of Animals***
Artist(s): Michael Boris

Children's Discovery Museum: exterior lawn
180 Woz Way
San Jose, CA 95110

This series of bronze animals are located on the W. San Carlos side of the park next to the Monopoly Board.

Materials: bronze

General Maintenance Needs
Wash with soft clean cloths, water and a mild detergent, re-apply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***Thomas Fallon Statue***
Artist(s): Robert Glen

Pellier Park
Terraine St at W. St James St.
San Jose, CA 95110

This artwork is located on intersection of W. Julian and W. St. James Street.

Materials: bronze

General Maintenance Needs
Wash with water and a mild detergent, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***A Small Part of What We Do***
Artist(s): Tad Savinar

Fire Station #1
201 N. Market St., San Jose, CA 95110

This artwork is located on the exterior wall of the fire station and consists of 29 bronze plaques.

Materials: bronze plaques

General Maintenance Needs
Wash with clean water and mild detergent, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

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Title of Artwork: ***Figure Holding the Sun***
Artist(s): Italo Scanga

Fairmont Plaza (Fairmont Hotel)
110 South Market Street, San Jose, CA 95113

Located directly outside the Art Museum

Materials: Painted Steel

General Maintenance Needs
Wash with distilled water and a neutral based soap, towel dry

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

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Title of Artwork: *Oionos*
Artist(s): Doug Hollis

San Jose Repertory Theater – East Plaza
101 Paseo de San Antonio
San Jose, CA 95113

This artwork is located on the southern side of the SJ Rep on the plaza.

Materials: Stainless steel, possibly aluminum netting, paint:

General Maintenance Needs
Pick trash out of top, remove any stickers and tape, wash with a mild cleanser.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

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Title of Artwork: ***Convergence***
Artist(s): Jun Kaneko

Paseo de San Antonio
101 Paseo de San Antonio
San Jose, CA 95113

This artwork consists of a series of sculpture stones located throughout the plaza.

Materials: ceramic and metal bases.

General Maintenance Needs
Wipe ceramic pieces and metal stools with a clean soft damp cloth and mild detergent

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

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Title of Artwork: ***Civic Stage Set***
Artist(s): David Bottini

Park Ave., West of the Tech Museum
201 S. Market St.
San Jose, CA 95122

This artwork is located on the exterior of Park Side Hall on Park Street.

Materials: Steel, Tenemic paint, cement

General Maintenance Needs
Wash with distilled water and a neutral based soap, towel dry

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

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Title of Artwork: ***Touching the Earth, Touching the River***
Artist(s): Jackie Brookner

Roosevelt Community Center
901 E Santa Clara St
San Jose, CA 95116

This artwork is in two separate locations. The thumbprint pool and runnel are on the back entrance way near the parking lot. The other element on is on the front of the Community Center facing E. Santa Clara Street.

Materials: mixed media, concrete, stainless steel, stone and glass

General Maintenance Needs
Remove debris from thumbprint and runnel, wipe and polish thumbprint; remove debris and dead plants from around glass, clean glass with a glass cleaner, wipe and polish steel map

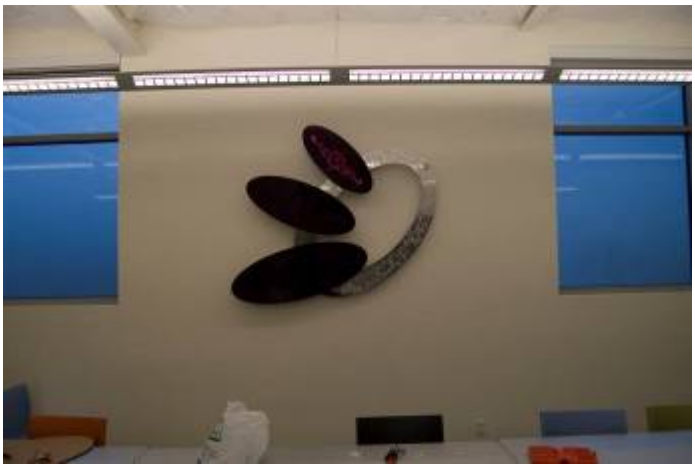
Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent/glass cleaner film is left behind.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Untitled Sculpture***
Artist(s): Scape Martinez

Roosevelt Community Center
901 E Santa Clara St
San Jose, CA 95116



This sculpture is located in the 2nd floor art room.

Materials: stainless steel, auto enamel paint

General Maintenance Needs
Dust and wipe down with a clean damp cloth, wax with classic car wax

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 2 (waxing once per year)

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Spiritual Stonehenge*
Artist(s): Scape Martinez

Roosevelt Community Center
901 E Santa Clara St
San Jose, CA 95116

This arwtork is located in the main lobby area at the main entrance of the Community Center

Materials: Digitally printed wall paper

General Maintenance Needs
Dust the top of the cube

Washing/rinsing performance standard
Remove all dust, residue and any debris.

Frequency per year: 4

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Title of Artwork: *Lightlines*
Artist(s): Joyce Cutler Shaw

East SJ Carnegie Library
1102 E. Santa Clara St
San Jose, CA 95112

This artwork hangs from the ceiling of the main corridor

Materials: Aluminum and acrylic

General Maintenance Needs
Dust with long handle duster; use isopropyl alcohol to clean acrylic parts as needed.

Washing/rinsing performance standard
Remove all dust, residue and any debris.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Wall of Birds in Flight*
Artist(s): Joyce Cutler Shaw

East SJ Carnegie Library
1102 E. Santa Clara St
San Jose, CA 95112

This artwork is in the children's area.

Materials:

General Maintenance Needs
Use isopropyl alcohol to clean surface

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Transcendence*
Artist(s): Diana Pumpelly Bates

North side Community Center
488 North 6th Street
San Jose, CA 95112

This artwork is located outside of the N. 6th Entrance to the Community Center.

Materials: Stainless Steel:

General Maintenance Needs
Clean Sculpture with a mild detergent and water. Polish the surface with CHEMSEARCH GLO-SS. To remove stains use NATIONAL CHEMSEARCH SPARKLE.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***CAPIZ 2003***
Artist(s): Peter Mollica

North side Community Center
488 North 6th Street
San Jose, CA 95112

This artwork is the colored glass component of the main entrance way to the Community Center.

Materials: Glass, translucent Capiz shell squares, steel frame

General Maintenance Needs
Use a soft cloth with a gentle glass cleaner, towel dry

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent/glass cleaner film is left behind.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Where the Tree is Born***
Artist(s): Masayuki Nagase

Joyce Ellington Branch Library
491 E. Empire St
San Jose, CA 95112

This artwork is located on the main entrance plaza.

Materials: granite and concrete

General Maintenance Needs
Wipe down granite piece with water and a mild detergent, wash concrete pattern area with a mild detergent, sponge mop and water.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 12

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Children's Wing Mural***
Artist(s): Joe Saxe

Berryessa Branch Library – Indoors
3355 Noble Avenue
San Jose, CA 95132

The artwork is located in the Children's section.

Materials: Upper mural is not varnished, bottom one is covered with two coats of Sherwin Williams Wood Classics Interior Waterborne Polyurethane Varnish:

General Maintenance Needs
Dust mural and wipe stains and markings with distilled water and a soft cloth

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Window Box 1 & 2***
Artist(s): Joe Saxe

Berryessa Branch Library – Indoors
3355 Noble Avenue, San Jose, CA 95132

The artwork is located in the Living room and in the front entrance way.

Materials: Metal, paint, mixed media, wood, glass.

<u>General Maintenance Needs</u>
Use a feather-duster or soft, nonabrasive cloth first to remove dust. Then wipe with a soft damp cloth with water and mild detergent.

<u>Washing/rinsing performance standard</u>
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti.Insure no detergent film is left behind.

Frequency per year: <u>1</u>

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Wishing Wands*
Artist(s): Wowhaus

Berryessa Creek Play Park
Cropley Avenue @ Messina Drive, San Jose, CA 95132

This artwork consists of three "wands" (one not shown) that are imitations of dandelions. The artworks are only located in the Play Area of the park.

Materials: Stainless steel and crystals.

General Maintenance Needs
Washing off dust and debris with a mild detergent and distilled water, towel dry

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, plant and other debris, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Alviso*** **and** ***Alviso Mandalas***
Artist(s): Donna Billick

Alviso Branch Library
5050 N. 1st St.
San Jose, CA 95002

The mandalas are mounted on the exterior of the library and the bench is located on the front plaza.

Materials: Concrete, ceramic tiles, metal, paint:

General Maintenance Needs
Wash with distilled water and a mild soap, towel dry

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Alum Rock Garden***
Artist(s): Jim Hirschfield & Sonya Ishii

Dr. Roberto Cruz Alum Rock Branch Library
3090 Alum Rock Ave.
San Jose, CA 95127

There are four components to this artwork that are located around the library.

Materials: terrazzo floor insets and paint, mixed media elements in skylight:

General Maintenance Needs
Dust the ceiling sections; wash terrazzo floor insets with mild non-ionic cleaner and polish.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Chandelier*** **and** ***Collaboration with Pala Youth***
Artist(s): Ries Neimi

Alum Rock Youth Center
131 W. Alma Ave., San Jose, CA 95127

This artwork is located throughout the Youth Center. The hanging component and HVAC grates are located indoor. The two gates that are show to the left are located in the parking lot. There are two metal cut sheets mounted on the exterior entrance way (only one is shown here in the upper left corner).

Materials: Aluminum cut sheet and stainless steel

General Maintenance Needs: Dust HVAC covers with a damp cloth, remove debris and dust "Chandelier", wash exterior metal cutouts with clean water, a mild detergent and soft cloths, polish exterior metal cutouts.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.
Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Foretokens***
Artist(s): Barbara McCarren

Rancho Del Pueblo Golf Course
1649 Hermocilla Way
San Jose, CA 95116

There are nine artworks in total (six not shown). Artworks are located off of each tee

Materials: Painted cast bronze and cast cement

General Maintenance Needs
Polish bronze plaques; wash concrete bases with mild detergent and soft brush.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Monument to the Last Barn***
Artist(s): Gloria Bornstein

Emma Prusch Park
647 S. King Rd.
San Jose, CA 95116

This artwork is located in the south eastern section of the park.

Materials: painted metal

General Maintenance Needs
Wash surface with a solution on non-ionic cleaner and water as needed.

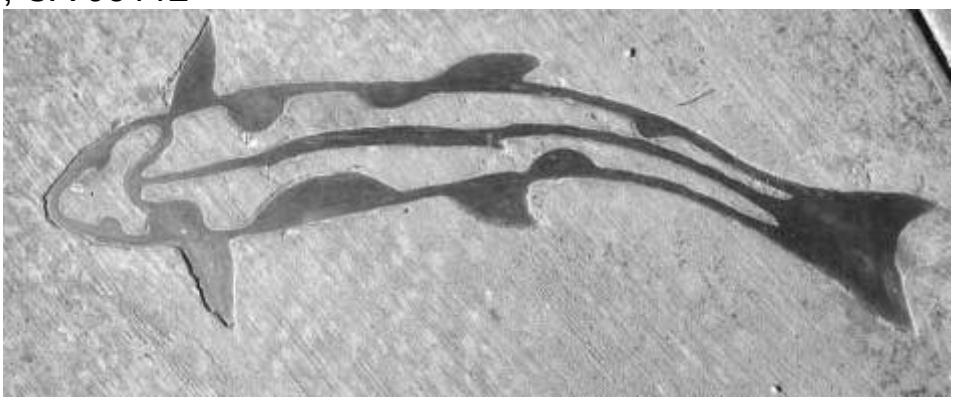
Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***South Fished Street***
Artist(s): San Jose State University Art Community Class

Bestor Art Park
South 6th Street at Bestor Street
San Jose, CA 95112



The artwork consists of a number of bronze fish that are located in the concrete path in the park.

Materials: Bronze and Stainless Steel

General Maintenance Needs
Wash with a mild detergent and clean water, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Padre Sheedy's Umbrella***
Artist(s): SJSU Class with Tony May

Padre Mateo Sheedy Park
Floyd St. and Locust St.
San Jose, CA 95110

This is an anchor artwork located in the park.

Materials: tile mosaic, steel

<u>General Maintenance Needs</u>
Wash mosiac tile area with distilled water, soft cloth and mild detergent

<u>Washing/rinsing performance standard</u>
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: <u>1</u>

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Untitled (Ice Center)***
Artist(s): Therman Statom

Sharks Skate at San Joe Ice Center
1500 S. 10th Street
San Jose, CA 9511

This artwork is located in the community changing area in the front of the Ice Center.

Materials: aluminum, painted aluminum and carpet.

General Maintenance Needs
Wipe down wall pieces with a damp cloth, polish brushed metal

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Circle of Heroes***
Artist(s): Cliff Garten

Gardner Community Center
520 W. Virginia Street
San Jose, CA 95125

This artwork is located on the exterior surface of the Community Center and is also located on the self-standing tiles circling the front of the plaza.

Materials: 5" square glazed tiles imprinted with photographic images and rust-colored painted steel frames.

General Maintenance Needs
Wash all tile with distilled water and a neutral-based soap

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Shelter*
Artist(s): Lewis de Soto

San Jose Animal Care Center
2750 Monterey Road, San Jose, CA 95111

This artwork is located in the front entrance of the Animal Shelter. It has three different elements: two sculptures, one of a cat and one of a dog; the cut out shapes of animals along the front of shelter, as well as granite plaques of animals and quotes.

Materials: Sentinels – concrete bases, granite and stainless steel (sculptures); Frieze – water jet cut aluminum; Myth plaques – granite and fluorescent tubes

General Maintenance Needs
Wash granite plaques and granite sentinels with clean water and a mild detergent

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.
Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Corriente de Aqua***
Artist(s): Michael Davis

Los Lagos Golf Course
2995 Tuers Road
San Jose, CA 95121

Materials: Black granite, limestone masonry, steel, bronze, glass, paint, concrete:

General Maintenance Needs
Wash granite bench and canopy with distilled water and a mild detergent; remove bird quano and debris from ballwasher using clean water and a mild detergent, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 2 (ballwasher waxing only once a year)

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Lineage***
Artist(s): Laura Haddad & Tom Drugan

Fire Station #35
135 Poughkeepsie Rd
San Jose, CA 95119

This artwork is in located next to the fire station. The beacons follow a straight line behind the wall connecting the adjoining neighborhood with the fire station.

Materials: mixed media, glass, bronze, stainless steel, concrete, stone:

General Maintenance Needs
Wipe down entire sculputre and beacons with a soft clean cloth washing with a non-ionic soap. Reseal runnel seams with clear "GE Max 3500 Siliconized Acrylic Caulk".

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Blossom Hill Vine*
Artist(s): Deborah Mersky

Vineland Branch Library
1450 Blossom Hill Road
San Jose, CA 95118

The artwork *Blossom Hill Vine* is located in the entrance way and on the back wall.

Materials: Aspen Insulated Glass in doorway, Digitized Images, Aluminum pieces

General Maintenance Needs
Clean front entrance window with glass cleaner; dust interior pieces with long handle duster

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Wonder Gate Wall***
Artist(s): Deborah Mersky

Vineland Branch Library
1450 Blossom Hill Road
San Jose, CA 95118

The artwork *Wonder Gate Wall* is located above the entrance to the Children's area.

Materials: Digitized Images, Steel, Sandblaster

General Maintenance Needs
Dust with long handle duster

Washing/rinsing performance standard
Remove all dust, smudges, and dirt.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Jeffrey Fontana Memorial***
Artist(s): Gary Alsum

Jeffrey Fontana Park
Golden Oak Way & McAbee Rd., San Jose, CA 95120

This artwork is located on the eastern side of the park on McAbee Road.

Materials: bronze

General Maintenance Needs
Wash with distilled water and a neutral based soap, apply a new coat of wax

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Web of Native Botanicals***
Artist(s): Troy Corliss with Elin Christopherson

Edenvale Branch Library
101 Branham Ln. East
San Jose, CA 95111

This artwork is located in the main entrance way of the library.

Materials: glass, steel

General Maintenance Needs
Dust with a long handle feather duster

Washing/rinsing performance standard
Remove all dust, smudges, and dirt.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Groundwork* and *Shadow Frieze*
Artist(s): Amy Trachtenberg

Hillview Branch Library
2255 Ocala Ave.
San Jose, CA 95122

This artwork is located in the front entrance of the library and consists of columns and a series of paintings circling the top of the ledge of the columns.

Materials: mixed media

General Maintenance Needs
Dusting entire column, wipe tires with clean cloth and distilled water, polish cans, use dry long handle duster to dust paintings ("Shadow Frieze").

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Fuel Tank***
Artist(s): Gordon Huether

Fire Station #17
5170 Coniston Way @ Blossom Hill Road
San Jose, CA 95118

This artwork is located on the corner of the fire station.

Materials: Stainless steel, glass and lightning elements

General Maintenance Needs
Clean the face of the glass with a commercial glass cleaner such as Windex, Glass Plus or any mild cleaner normally used in the cleaning of exterior window glass. To clean the interior of the dichroic glass use a soft cloth, being careful not to scratch the metal or glass.

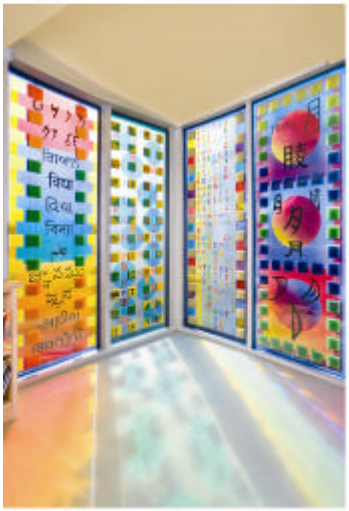
Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Solar Illumination I: Evolution of Language***
Artist(s): Lynn Goodpasture

Pearl Ave. Library
4270 Pearl Ave, San Jose, CA 95136



This artwork consists of a lamp hanging in the front entrance way and a series of four windows located in the Children's section of the library.

Materials: photovoltaic glass

General Maintenance Needs
Clean glass using a chamois cloth or similar no-lint cloth with a mild detergent and clean water. Dry with soft cloth

Washing/rinsing performance standard
Remove all dust, smudges, dirt, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Spring-Tailed Dalmatian***
Artist(s): Gerald Heffernon

Fire Station #12
502 Calero Ave., San Jose, CA 95123

Materials: painted bronze, brass pole and bronze plaque

General Maintenance Needs
Pole: wash and wax with Butchers bowling alley wax or Johnson's paste wax. For resistant water spots, use calcium remover.
Painted dog sculpture: wash with mild, non-ionic cleanser and wax with automotive wax twice yearly. For graffiti: Try distilled water first in case paint is water-based.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Untitled***
Artist(s): Elizabeth Conner

West Valley Branch Library
1243 San Tomas Aquino Rd.
San Jose, CA 95117

This artwork consists of three different components: the artichoke outside the front entrance, three chairs shaped like lettuce that are randomly placed throughout the library and a hanging sculpture located in the Children's area.

Materials: found objects tree canopy, fiberglass water feature (artichoke), hand carved wood furniture

General Maintenance Needs
Dust furniture with a soft clean dry cloth and dust mobile with a long handle duster

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Bee Line***
Artist(s): Stanton Sears & Andrea Meklyburst

Cambrian Branch Library
1780 Hillsdale Ave.
San Jose, CA 95124

The artwork is the railing that goes up the stairs and around the second floor.

Materials: water jet cut metal, glass, mixed media:

<u>General Maintenance Needs</u>
Wipe down with a clean soft damp cloth to remove markings and dust

<u>Washing/rinsing performance standard</u>
Remove all dust, smudges and dirt.

Frequency per year: <u>2</u>

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Hand in Hand***
Artist(s): Michael Stutz

Camden Community Center
3369 Union Avenue
San Jose, CA 95125

Located at the front entrance to the parking lot.

Materials: Cast Bronze:

General Maintenance Needs
Wash with a mild detergent and clean water, reapply wax and polish

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Swimmers*
Artist(s): Anne Lamborn and Ceevah Sobel

Camden Lifetime Activities Center
3369 Union Avenue
San Jose, CA 95124

There are four "swimmers" that are located in the pool area of the Community Center.

Materials: Brushed Aluminum or stainless steel

General Maintenance Needs
Washed with distilled water and polish steel with wax

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: *Olé*
Artist(s): Clark Wiegman

Rose Garden Branch Library, San Jose, CA 95126

The piece on the left is hanging in entrance way. The piece on the right is located over fire place in family room.

Materials: 1 powder coated metal and glass suspended sculpture, multiple glass roses and water jet cut metal plates at fireplace

General Maintenance Needs
Dust with long handle duster

Washing/rinsing performance standard
Remove all dust, dirt and smudges.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***One Perfect Morning***
Artist(s): Juan Luna-Avin & Julio Cesar Morales in association with MACLA/Movimiento de Arte y Cultura Latino Americana

Ryland Dog Park
San Pedro and First Streets beneath the Coleman Avenue overpass
San José, CA 95113

No Image

Hangs on the wall under the Coleman Avenue overpass, above the Ryland Dog Park.

Materials: Vinyl mural

General Maintenance Needs
Rinse with hose.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse thoroughly.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Title of Artwork: ***Ohlone Woman***
Artist(s): Lisa Reinertson

Almaden Community Center
6455 Camden Ave
San Jose, CA 95120

Located in the courtyard of the Community Center.

Materials: bronze

General Maintenance Needs
Wash with warm water and mild, non-ionic cleanser; rinse clean and wax.

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti. Rinse until no detergent film is left behind.

Frequency per year: 1

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Artwork Title: ***Bird's Eye View***
Artist(s): Barbara Gryguitis

Edenvale Park
Edenvale Ave. and Saddlebrook Dr.,
95136

Located south of the center of the park

Materials: Stone

General Maintenance Needs
Sandwash

Washing/rinsing performance standard
Remove all dust, smudges, dirt, bird droppings, marks, scuffs, tape or residue, flyers or postings, and graffiti.

Frequency per year: 2

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT B
COMPENSATION

1. COMPENSATION

1.1 City shall compensate Contractor for Janitorial Services according to the following Schedule:

San Jose's Public Art Collection	Annual Rate	3 year total
Janitorial services (includes all labor, equipment, tools, material & supplies)	$11,997.12	$35,991.36
Contingency Amount (provided for supplemental services if required)		**$3,599.64**
TOTAL MAXIMUM COMPENSATION		**$39,591.00**

1.2 In the event the City requires supplemental services, Contractor shall provide a written quotation that includes all costs to complete the supplemental service requested and shall obtain approval before start of work using the Supplemental Work Order Form in Exhibit F. Upon receiving City's written approval to proceed with the supplemental service, Contractor shall perform the supplemental service at a time mutually agreed upon by Contractor and according to the hourly rates and percentage markup on costs as specified below. All work and supplies, material & heavy equipment used must be documented using the Supplement Work Order form. Payments for supplemental work shall be based on the Sections below.

Supplemental Services:	Hourly Rate	Percentage (%) Markup on Cost
Skilled labor rate (includes the use of standard equipment)	$22.45	
Unskilled labor rate (includes the use of standard equipment)	$20.41	
Reimbursable expense: Cleaning supplies, materials and consumables		6%
Reimbursable expense: Heavy duty equipment		6%

1.3 All Payments are based upon City's acceptance of Contractor's performance of janitorial services as evidenced by successful completion of each Deliverable per the scope of services and schedule of performance. City shall have no obligation to pay unless

Contractor has successfully completed and City has approved the services for which payment is due.

1.4 The maximum amount of compensation to be paid to Contractor, including both payment for janitorial services and eligible reimbursable expenses, and including the maximum dollar amount set aside for supplemental services shall not exceed Thirty Nine Thousand Five Hundred Ninety-One Dollars and no cents ($39,591). No supplemental services will be performed unless both parties sign a Supplemental Work Order Form outlining the services requested and the compensation agreed for such services.

1.5 Invoice

Contractor shall submit to City an invoice upon completion of work electronically using an Excel format within fifteen (15) working days of the last day of the month to be paid, in arrears, for payment for services performed and any eligible reimbursable expenses pursuant to this Agreement. The invoice shall at minimum include the following data fields: invoice number; service site address; date and time of service per site; services provided per site; quantities of products (material and supplies) used per site (if applicable); unit cost, subtotals and total cost used per site. City shall review the invoice submitted by Contractor and within ten (10) working days of receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.

1.6 Payment to Contractor

Except as otherwise provided in this Agreement, City shall make payments within ten (10) business days of City's approval of Contractor's invoice. If City makes any payments or incurs any costs for which City is entitled to reimbursement from any payment otherwise due to Contractor from City, City may deduct such reimbursement from any payment otherwise due to Contractor from City. City shall submit to Contractor written documentation in support of such deduction upon Contractor's request. In the event City does not deduct such reimbursement from Contractor's payment but submits to Contractor an invoice for reimbursement, Contractor shall reimburse City within thirty (30) days of receipt of such invoice.

1.7 Pricing

Pricing shall be firm fixed for the initial three year period of the agreement. During this period, Contractor's pricing may not increase.

1.8 Price Adjustments

In the event that City makes Adds or Deletes to the Schedule of Services, City and Contractor shall execute an Addendum in using Form B-1 documenting the changes. The Monthly Price shall be adjusted accordingly. In the event the City elects to exercise its option for annual renewals, price adjustments may be considered by the City if Contractor can demonstrate to the satisfaction of the City that a price increase is justified. Any increase shall not exceed 3% annually.

FORM B-1

CONTRACT ADDENDUM for JANITORIAL SERVICES

☐ **The following Locations/Services Levels are hereby modified:**

Line	Location	Address	Sq. Ft.	Freq. Per Wk.	Monthly	Yearly	ADD/DELETE

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

By:_____
Name: Richard Sanchez
Title: Sr. Regional Vice President

City of San José
a municipal corporation

By:_____
Name: Mark Giovannetti
Title: Purchasing Officer
Date:_____

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

A. A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations, Fire Legal Liability; and

2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall include all owned, non-owned and hired automobiles; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Crime Coverage

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, Fire Legal Liability $100,000; and

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident; and

4. Crime Coverage

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

A Combination Crime policy with minimum limits not less than $50,000 for
Form A: Employee Dishonesty
Form B: Forgery or Alteration
Form C: Theft, Disappearance, Destruction Inside/Outside Premises
Form D: Robbery and Safe Burglary Inside/Outside Premises

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY OF SAN JOSE's. At the option of CITY OF SAN JOSE, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY OF SAN JOSE, its officer, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY OF SAN JOSE.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The CITY OF SAN JOSE, its officials, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to The CITY OF SAN JOSE, its officers, employees, agents and contractors.

b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY OF SAN JOSE, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by CITY OF SAN JOSE, its officials, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY OF SAN JOSE, the CITY, their officials, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

2. Workers' Compensation and Employers' Liability

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY OF SAN JOSE, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONTRACTOR shall furnish CITY OF SAN JOSE with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

G. **Sub-Contractors**

CONTRACTOR shall include all sub-contractors as insured under its policies or shall obtain separate certificates and endorsements for each sub-contractor.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

LABOR COMPLIANCE ADDENDUM

AGREEMENT TITLE:	**CITY JANITORIAL SERVICES**
CONTRACTOR **Name and Address:**	

This Labor Compliance Addendum ("Addendum") applies to services provided at all City of San Jose ("City") facilities other than the Norman Y. Mineta San Jose International Airport.

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached **City Living Wage Determination**.

A. Prevailing Wage Requirements. California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

B. Living Wage Requirements. Any person employed by Contractor or subcontractor or City financial recipient or any sub recipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.

C. Reports. Contractor shall file a completed and executed copy of this Addendum with the Department of Finance. Upon award the Department of Finance shall provide the Contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be returned within 10 days of receipt**. Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Prevailing Wage and/or Living Wage Policy.

D. Coexistence with Any Other Employee Rights. These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F Enforcement.

1. General. Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):

a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.

b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.

c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.

d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.

a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.

b. **RESTITUTION:** Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.

c. **SUSPENSION OR TERMINATION:** Suspend and/or terminate Agreement for cause;

d. **DEBARMENT:** Debar Contractor or subcontractor from future City contracts and/or deem the recipient ineligible for future financial assistance.

e. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult**. THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**

City	Contractor
By_____	By_____
Name: Mark Giovannetti	Name:
Title: Purchasing Officer	Title:
Date:_____	Date:_____

CITY WAGE DETERMINATION

SCOPE: **Janitorial Services at City Hall (Tower, Rotunda & Wing), Police Department, City Libraries, City Community Centers, City Parks, Citywide Public Art Locations and the Water Pollution Control Plant**

ISSUANCE DATE: **October 6, 2011**

Work	Classification	Basic Hourly Pay Rate	Medical Benefit	Total Hourly Pay
Janitorial	Janitor/Custodian	$13.59	$1.25	$14.84*

*The City of San Jose has adopted the City's Living Wage Rate as its Prevailing wage Rate for janitorial services.

The full amount of the total hourly wage must be paid directly to the worker unless the Contractor is making payments to a medical benefit plan.

Hours and Days of Work

(Industrial Welfare Commission Order No. 16-2001)

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

RATES WILL BE SUBJECT TO ADJUSTMENT ON THE ANNIVERSARY DATE OF THE AGREEMENT

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Exhibit D-1
WAGE REQUIREMENTS

Pursuant to City of San Jose Living Wage Policy, Contractor and any Subcontractor shall be obligated to pay not less than living wage as indicated in this Exhibit.

I. CITY COUNCIL WAGE POLICY

A. Living Wage Policy

Under City Council Resolution No. 68900, contractors who are awarded certain City service and labor contracts are required to pay a minimum level of compensation to covered employees who work on these projects.

Living wages shall mean the wages paid under a collective bargaining agreement between the Contractor and a recognized union representing employees who will perform services pursuant to the Agreement.

If the wage rates set forth in the collective bargaining agreement fall below the then current Living Wage Rate set by the City of San Jose, the required rate of pay shall be the City's Living Wage Rate unless the collective bargaining agreement expressly provides that the agreement shall supersede the requirements of the Living Wage Policy.

If there is no collective bargaining agreement as described above, not less than the following Living Wage Rate must be paid to covered employees performing work identified in the applicable wage determination issued by the City of San Jose's Office of Equality Assurance.

1. If health insurance benefits are provided, a wage of not less than **Thirteen Dollars and Fifty-Nine Cents ($13.59)** per hour.

2. If health insurance benefits are not provided, a wage of not less than **Fourteen Dollars and Eighty-Four Cents ($14.84)** per hour.

These wage rates are subject to annual adjustment by City on the anniversary date of the City service/labor contract.

B. Prevailing Wage Policy

California Labor Code and/or Resolutions of the City of San Jose require the payment of not less than the general rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations.

Prevailing Wages established by the California Department of Industrial Relations shall be the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement.

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Prevailing Wages established by the City of San Jose shall mean the wages paid under a collective bargaining agreement between the Contractor and a recognized union representing workers who perform services pursuant to this agreement; or

If there is no collective bargaining agreement as described above, not less than the prevailing rate of per diem wages for the employee craft/classification as determined by the City of San Jose's Office of Equality Assurance.

The City's Prevailing Wage will be subject to annual adjustment on the anniversary date of the agreement. Adjustment will be based on the U.S. Department of Labor/Bureau of Labor Statistics Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San Jose.

C. Reports

The Office of Equality Assurance will monitor the payment of living wages by requiring the Contractor and all Subcontractors to file a LABOR COMPLIANCE WORKFORCE STATEMENT and LABOR COMPLIANCE FRINGE BENEFIT STATEMENT with supporting documentation. The Contractor and Subcontractors shall also report such other additional information, including certified payrolls, as requested by the Director of Equality Assurance to ensure adherence to the Living Wage Policy. The above referenced documents shall be submitted within 10 days of execution of this Agreement to the address below.

City of San Jose
Office of Equality Assurance
200 East Santa Clara Street
Fifth Floor
San Jose, CA 95113
Phone: 408-535-8430

II. LIVING WAGE POLICY PROVISIONS

On November 17, 1989, by Resolution No. 68554 and amended on June 8, 1999 by Resolution No. 68900, the San Jose City Council adopted its Living Wage Policy to meet the employment and economic development needs of low wage workers by mandating:

1. A minimum level of compensation for workers employed by contractors and subcontractors who are awarded certain City of San Jose service and labor contracts with an expenditure in excess of $20,000 and recipients who receive direct monetary financial assistance from the City in the amount of $100,000 or more in any twelve month period, excluding non-profit corporations;

2. The provision of health insurance benefits or the ability to afford health insurance;

3. Retention of employees when certain new contractors take over a continuing City service;

4. An environment of labor peace; and

5. Employee Work Environment Evaluation (Third Tier Review)

A. WAGE REQUIREMENTS

1. Covered Employees Defined:

   For the purpose of this provision, Covered Employees means any person employed by the Contractor or Subcontractor who meets the following conditions:

   a) The person does not provide volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;

   b) The person expends at least half of his/her time on work for the City;

   c) The person is at least eighteen (18) years of age; and

   d) The person is not in training for the period of training specified under training standards approved by the City of San Jose.

B. EMPLOYEE RETENTION REQUIREMENTS

Employee retention is applicable to the Contractor and all Subcontractors under the Agreement in two respects: (1) the Contractor will be obligated to adhere to these requirements in hiring; and (2) the Contractor will also be obligated to cooperate with the City in transitioning to a new contractor at the end of the term of the Agreement. In addition to the requirements set forth herein, the requirements of California Labor Code Section 1060 et seq. shall apply to the extent that they are more stringent or supplemental.

The following definition applies:

1. Qualified Retention Employee Defined

Qualified Retention Employee means any person employed by the predecessor contractor or any subcontractor to the predecessor contractor who meets the following requirements:

a) The person provides direct labor or service on the Agreement;

b) The person is not an “exempt” employee under the Fair Labor Standards Act (FSLA); and

c) The person has been employed on the City contract by the predecessor service contractor or subcontractor for at least four months prior to the date of the new Agreement.

C. EMPLOYMENT OF QUALIFIED RETENTION EMPLOYEES

The Contractor shall offer continued employment to all Qualified Retention Employees who are interested in such continued employment.

The City’s Office of Equality Assurance will provide the Contractor with information regarding which employees of the predecessor contractor are Qualified Retention Employees to the extent such information is available to the City of San Jose.

Notwithstanding anything to the contrary in this provision, the Contractor may deem an employee not to be a Qualified Retention Employee if, and only if:

1. The employee has been convicted of a crime that is related to the job or to his/her job performance; or

2. The Contractor can demonstrate to the City that the employee presents a significant danger to customers, co-workers or City staff.

In the event that the Contractor does not have enough positions available to hire all Qualified Retention Employees desiring continued employment, the Contractor shall hire Qualified Retention Employees by seniority within each employment classification. For any positions that become available during the initial ninety (90) day period of the Agreement, the Contractor shall hire Qualified Retention Employees by seniority within each employment classification.

1. Retention Requirements

   a) Qualified Retention Employees hired by the Contractor may not be discharged without cause during the initial ninety (90) day period of their employment.

   b) The Contractor shall offer continued employment to each Qualified Retention Employee who received a satisfactory performance evaluation at the end of the initial ninety (90) day period of employment. Such employment shall be offered under the same terms and conditions established by the Contractor for all of its employees.

2. Third Party Beneficiary

   Qualified Retention Employees are third party beneficiaries of this Agreement which means that the employee has the right to enforce the

provisions of the Agreement independent of the City's right to enforce the provisions of the Agreement. The third party rights will become effective when the Agreement becomes effective.

3. Obligations Upon Termination

Upon termination of this Agreement, Contractor shall fully cooperate with all City requests regarding contacts with Contractor's employees to enable a transition in the workforce to a new Contractor.

D. LABOR PEACE ASSURANCE

Contractor's Labor Peace assurances shall be as described in the Employee Work Environment and Labor Peace Questionnaire submitted with Contractor's Proposal.

E. **ENFORCEMENT**

1. General

Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of the Agreement, it is required to pay workers a living wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Documentation Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

a) It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.

b) It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.

c) Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.

d) It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions

a) **Withholding Of Payment:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to

ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. The City is not obligated to make any payment due the Contractor until Contractor has performed all of its obligations under these Provisions. This Provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

b) **Restitution:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.

c) **Liquidated Damages For Breach Of Wage Provision:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing/living wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

d) **Additional Remedies:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

F. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Provision shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

G. COEXISTENCE WITH ANY OTHER EMPLOYEE RIGHTS

These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

EXHIBIT D-2
LABOR PEACE

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT E

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section 3.2 of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage rate increase:	

Pursuant to Exhibit C, Compensation, pricing shall remain fixed for the first three years of the Agreement. In subsequent option years of the Agreement, compensation increases may be considered, but not exceed 3% annually.

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE
a municipal corporation

By_____
Name: Mark Giovannetti
Title: Purchasing Officer
Date:

EXHIBIT F

SUPPLEMENTAL WORK ORDER FORM FOR JANITORIAL SERVICES

Date: _____

Pre-approval required before start of work: _____
(Project Manager Print Name)

Skilled Labor ≥ Prevailing Wage Record					
Date	Time: From/To	Hours	Hourly Pay Rate	Amount	DESCRIPTION OF WORK
Total Amount Due				**$**	

Unskilled Labor ≥ Living Wage Record					
Date	Time: From/To	Hours	Hourly Pay Rate	Amount	DESCRIPTION OF WORK
Total amount due:				**$**	

Supplies, Materials, & Heavy Duty Equipment				
QTY	Description	Unit Price	Percent (%) Markup on Cost	Amount
			6%	
Total Supplies, Materials & Heavy Duty Equipment:			**6%**	**$**

Total Skilled Labor	
Total Unskilled Labor	
Total Supplies, Materials & Heavy Duty Equipment	
Grand Total	$

CITY PROJECT MANAGER SIGNATURE

GCA PROJECT MANAGER SIGNATURE

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.