

**AGREEMENT FOR JANITORIAL SERVICES AT CITY PARK RESTROOMS  
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").

**RECITALS**

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 - Schedule of Performance
  - Season A Schedule
  - Season B Schedule
  - Season C Schedule
- Exhibit C - Compensation
- Exhibit D - Insurance Requirements
- Exhibit E - Labor Compliance Addendum
  - Exhibit E-1 - Wage Requirements
  - Exhibit E 2 - Labor Peace
- Exhibit F - Notice of Exercise of Option to Extend Agreement
- Exhibit G - 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 *January 1, 2012* to *December 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. Schedule of Performance**

Contractor's services must be completed according to the schedule set out in the attached Exhibit B, entitled "Schedule of Performance." Time is of the essence in this Agreement.

### **5. Compensation**

City shall pay Contractor an amount not to exceed amounts described in Exhibit C 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 C, entitled "Compensation".

### **6. Taxes and Charges**

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

### **7. 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".

### **8. 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.

**9. 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.

**10. 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.

**11. 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.

## **12. 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.

## **13. 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.

## **14. Conflict of Interest**

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

## **15. 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.

## **16. 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

## **17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

## **22. 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.

## **23. Governing Law**

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

## **24. 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.

## **25. 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.

**26. 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:

City of San José  
a municipal corporation

\_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Name: Mark Giovannetti  
Title: Purchasing Officer  
Date: \_\_\_\_\_

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

By: \_\_\_\_\_  
Name: Richard Sanchez  
Title: Sr. Regional Vice President

## EXHIBIT A SCOPE OF SERVICES

Contractor shall perform the following services:

### 1 GENERAL INFORMATION

1.1 This Exhibit describes the services to be provided by Contractor at City park restrooms managed by City's Department of Parks Recreation Neighborhood Services (PRNS). There are 88 park restrooms located at 70 park sites spread throughout the 150 square miles of the City limits. The addresses of the park restrooms are included in Exhibit A-1.

1.2 Contractor shall be familiar with Park Restroom locations. Park locations are available for viewing at <http://www.sjparks.org/parksdirectory.asp>.

1.3 Contractor shall develop and implement an operations and maintenance safety plan. This plan shall be subject to review and approval by PRNS. Contractor shall submit this plan no later than 2 weeks after the effective date of this agreement.

1.4 Contractor's staff shall wear uniforms clearly identifying the company name and with exposed photo I.D. tags. All uniforms shall be clean and neat.

1.5 Contractor shall require employees providing services at Park Restrooms to comply with applicable City and state regulations and policies. Contractor shall not hire any employees or volunteers who are under 18 years of age. Contractor shall ensure that each employee or volunteer undergoes and passes a criminal background check through the database of the California Department of Justice and a FBI criminal database or equivalent national database approved in writing by Contractor's liability insurance provider. Contractor shall not assign any person to perform services under this Agreement if person has been or is convicted of any offense identified in California Public Resources Code Section 5164.

1.6 Contractor shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et seq.*

1.7 Contractor's staff shall promptly report hazardous conditions and items beyond minor repair to City's Contract Manager or designee ("City's Contract Manager"), for correction.

1.8 Contractor is to provide the highest level of quality in janitorial maintenance of all Park Restrooms identified in Exhibit B, entitled "Schedule of Performance". The services to be performed are itemized in Exhibit B, and how such tasks shall be implemented and performed are described herein.

1.9 Contractor's staff is prohibited from using tobacco products, illegal drugs, or alcohol on City premises or within 25 feet of City property.

1.10 Lost items or items left unattended by park visitors that are found by Contractor's staff are to be handed over to the PRNS's Contract Manager.

1.11 Contractor's vehicles shall be clearly identified with contractor's name in a style, format, and size approved by PRNS's Contract Manager.

## **2 SEASONAL SCHEDULES AND SERVICE LEVELS:**

2.1 Contractor shall complete all work according with the seasonal schedules provided in Exhibit B -1 through Exhibit B - 3 and service levels (tiers 1, 2 and 3) described in Exhibit B.

2.1.1 The City from time-to-time may reschedule the work as it deems necessary to maintain the optimum cleaning levels of its park restrooms and may at times require emergency clean ups (due to, but not limited to, heavy use, special events, and/or criminal activity). Contractor shall implement such changes as soon as reasonably possible or as directed by City.

2.1.2 City reserves the right to make changes such as by adding or deleting any scheduled or unscheduled work, locations, as well as modifying the frequencies and timing of scheduled services as dictated by changes in circumstances, budgetary, customer feedback and/or service demands. City will provide seven (7) days' written notice of any such change.

2.1.3 Any change in scheduling requested by Contractor must be in writing and approved in advance by the City's Contract Manager.

## **3 STAFFING AND SUPERVISION FOR DAYTIME AND NIGHTTIME SERVICE**

3.1 Contractor shall provide a sufficient number of supervisors to manage cleaning operation for 88 Park Restrooms. Contractor shall furnish the City's Contract Manager with the contact information for its on duty supervisor(s) at all times that Contractor's staff is performing services at Park Restrooms. Contractor's supervisor shall be able to communicate with sufficient fluency in English to receive feedback and other information from City's designated representatives and make appropriate response thereto. In addition, Contractor's supervisors shall have a wireless device capable of receiving phone calls and shall respond to all calls from City's designated representatives within a maximum of ten (10) minutes. Failure to respond within this time provision shall be treated as a "verified complaint" subject to liquidated damages as set forth in Exhibit C, Section 2 LIQUIDATED DAMAGES AND CONSIDERED UNACCEPTABLE PERFORMANCE.

3.2 Contractor shall assign the proper number of staff required each working day to complete the services requested in a manner satisfactory to the City. This requirement includes having sufficient male and female staff such that female janitorial staff is

available to provide female restroom care during daytime business hours and male janitorial staff for male restroom care. All personnel shall be able to communicate with sufficient fluency in English to take direction and perform assigned tasks unassisted, including communicating with building occupants/users for day shift personnel.

3.3 Contractor shall be responsible for backfilling janitorial staff with qualified personnel in the event of planned or unplanned absences such as vacations or illness.

## **4 SECURITY**

4.1 City shall provide Contractor with two (2) sets of keys that are needed to access all Park Restrooms. During the term of the Agreement, any lost key shall be replaced at a Five Dollar (\$5.00) per key charge to Contractor. At the termination of the Agreement, all keys are to be returned to the City's Contract Manager clearly marking each park restroom site.

4.2 If Contractor completes work at a park when that park is closed to the public, Contractor shall lock all doors and windows that provide access to any park facility or park area within Contractor's area of operation or to which Contractor had access.

4.3 Contractor shall take all reasonable precautions to prevent the activation of alarm systems located in City facilities. Contractor's employees will be trained on the proper usage of alarm systems located in the facilities they clean. Training is to include location of alarm keypads, codes and who to call if alarm malfunctions and/or fails to deactivate and/or re-activate properly. Contractor is responsible for training those employees that on occasion must fill in for an employee normally assigned to an alarmed facility.

## **5 PARK RESTROOMS CLEANING ACTIVITIES**

### **5.1 GENERAL**

5.1.1 Contractor shall provide City with the names and phone numbers of at least two persons who can be reached for emergency work twenty-four (24) hours a days, seven (7) days a week.

5.1.2 Performance Standards: Where a specific performance standard has been specified that standard shall apply. Where none has been specified, the services shall be performed to a commercially reasonable standard.

5.1.3 Contractor shall cooperate with any representative authorized by the City to determine Contractor's conformity with the specifications and the adequacy of the work performed.

5.1.4 Contractor will provide trained and qualified janitorial personnel.

### **5.2 SUPPLIES, MATERIALS, AND EQUIPMENT**

5.2.1 Contractor shall furnish all supplies, materials, consumables including but not limited to toilet paper, hand towels, seat cover paper products as well as all equipment necessary to perform the work specified under this Scope of Services at their own expense.

5.2.2 Contractor shall provide a weekly supply, material and consumable distribution log identifying the location(s), e.g., the specific park restroom, where the supplies, material and consumables were distributed. Changes in the distribution of such goods shall be at the discretion of the City.

5.2.3 Contractor shall stock consumables in all Park Restrooms as products are consumed.

5.2.4 Contractor shall use Approved Certified Green Cleaning Chemicals, unless otherwise approved by City. Contractor will supply the City with a list of Approved Certified Green Cleaning Chemicals that will be used to clean Park Restrooms, including a material safety data sheet (MSDS) for each substance. Contractor shall use paper products and plastic liners that contain a percentage of recycled material that meets EPA guidelines for post consumer waste content.

### **5.3 RESTROOM CLEANING TASKS**

#### **5.3.1 Drinking Fountains**

5.3.1.1 Drinking fountains shall be wiped clean, sanitized, polished and free of spots, grease and smudges and fully functional.

5.3.1.2 Clean and polish all drinking fountains attached to restroom building with the proper cleaner that is certified by the USDA to be non-toxic. Remove graffiti.

5.3.1.3 Spot clean and remove gum.

5.3.1.4 Use spotter and stiff brush on dirt and grease spots.

#### **5.3.2 Trash stations**

5.3.2.1 Empty all trash bins, including sanitary napkin refuse containers, at each restroom and replace liners when existing liner becomes dirty. Place all collected trash in appropriate containers as directed by City's Contract manager.

5.3.2.2 Wash trash container and remove graffiti.

#### **5.3.3 Toilets**

Clean all toilet bowls with a toilet bowl brush and disinfectant cleaner. Damp wipe all sides and undersides of toilet. Clean and dry all chrome fixtures. Remove graffiti. Eliminate urine, fecal, and other unacceptable odors.

#### 5.3.4 Urinals

Clean all urinals with a toilet bowl brush and disinfectant cleaner. Damp wipe all sides and undersides of urinals. Clean and dry all chrome fixtures. Remove graffiti. Eliminate urine, fecal, and other unacceptable odors.

#### 5.3.5 Diaper Changing Stations

Sanitize and disinfect diaper changing stations. Remove all marks, smudges, graffiti and fingerprints. Dry diaper changing stations after cleaning.

#### 5.3.6 Sinks

Clean all sinks with a cloth and appropriate cleaner. Make sure all sides and undersides of sinks are cleaned. Clean and dry all chrome fixtures. Remove graffiti.

#### 5.3.7 Mirrors

Clean all mirrors with a soft cloth and glass cleaner. Remove graffiti.

#### 5.3.8 Handrails

Clean all handrails with proper cleaning solution of all dust, smudges, handprints and fingerprints. Remove graffiti.

#### 5.3.9 Counters

5.3.9.1 Clean all counters with a sponge and appropriate cleaner areas to remove any stains, spots, grime and graffiti.

5.3.9.2 Clean all soap dispensers with a damp cloth, and dry unit after cleaning. Make sure that units are in proper working order. If not working, notify City's Building staff or Contract Manager as appropriate.

5.3.9.3 Clean all paper towel dispensers with a damp cloth, and dry unit after cleaning.

#### 5.3.10 Restock paper towel dispensers

Ensure there are sufficient paper towels in all dispensers to last until the next service and remove graffiti. Extra supplies needed shall be kept in the janitorial closet if available.

#### 5.3.11 Restock toilet paper dispensers

Ensure there is sufficient toilet paper in all dispensers to last until the next service and remove graffiti. Extra supplies needed shall be kept in the janitorial closet if available.

#### 5.3.12 Restock toilet seat covers

Ensure there are sufficient toilet seat covers in all dispensers to last until the next service, and remove graffiti. Extra supplies needed shall be kept in the janitorial closet if available.

#### 5.3.13 Replenish Hand Soap Dispensers

Ensure there is sufficient hand soap in all dispensers to last until the next service and remove graffiti. Extra supplies needed shall be kept in the janitorial closet if available.

#### 5.3.14 Clean all vertical surfaces

Damp wipe all toilet partitions and wall areas showing any stains, spots, grime cobwebs and remove all graffiti. Dust the tops of all partitions and ledges. Disinfect surfaces.

#### 5.3.15 Floors

5.3.15.1 Sweep entire interior floor area including all edges. Dispose of swept debris.

5.3.15.2 Sweep entire exterior restroom entrance area including all edges. Dispose of swept debris.

5.3.15.3 Damp mop entire interior floor area including all edges with the proper disinfectant solution that will not dull the floor. Eliminate urine, fecal, and other unacceptable odors.

5.3.15.4 Remove all chewing gum from all floor surfaces. Remove graffiti.

#### 5.3.16 Ceilings

Wipe and dust all ceiling areas showing any stains, spots, debris, grime, cobwebs and remove all graffiti.

**5.3.17** Replace lights that have burned out

5.3.16.1 Contractor is responsible for the purchase and Replacement of interior lights, ensuring to use the correct color, type, and wattage lamp. If lamp remains out or blinking after replacement, tag the fixture with a piece of paper or tape that can be seen from below. Let the paper hang down. Attach it with transparent tape. Make sure to properly clean light fixture and diffuser (if any) when replacing any bulb or tube. Contractor is responsible for disposing of burned out lamps in a manner that is consistent with hazardous waste and/or recycling policies or regulations.

5.3.16.2 Report lamp(s) that remain out or continues to blink to City's contract administrator.

**5.3.16.3 IMPORTANT NOTE: Under no circumstances shall the stated maximum wattage of the lamp be exceeded. Doing so may damage the fixture, the diffuser, or cause a fire.**

5.3.16.4 Replace blinking fluorescent lamps as soon as possible. Damage fluorescent lamps can damage the ballast.

5.3.16.5 Fixtures are labeled with the proper type and wattage lamp to be used. If the lamp is broken or missing, or the information label is gone, DO NOT RELAMP. Tag the fixture with a note stating, "Information is missing. Did not re-lamp", and report missing lamp and missing lamp information City's contract administrator.

5.3.17 Park Restroom Opening Services

5.3.17.1 Contractor shall be responsible for unlocking park restroom doors and open restrooms for public use no sooner than 5:00 a.m. and no later than 8 a.m. Any change in opening and/or closing schedule as deemed necessary by City shall be promptly reported to the Contractor.

5.3.18 Park Restroom Closing Services

5.3.18.1 Contractor shall lock Park Restroom doors and close restroom to public use no sooner than the posted park closure time and no later than 2 hours after sunset as set by the US Navy for San Jose, California. ([http://laa.usno.navy.milldata/docs/RS\\_OneDay.php](http://laa.usno.navy.milldata/docs/RS_OneDay.php)).

5.3.18.2 Contractor shall ensure restrooms are vacated of all occupants prior to locking doors.

5.3.18.3 In the event of an emergency or difficulty clearing restroom of all occupants call SJ Police Dept Dispatch @ 408-277-8956.

5.3.18.4 Locking of restrooms at specific sports facilities. The following parks have sports facilities with lighted ball fields and/tennis courts. Lockdown of these Park Restrooms will occur no earlier than 10 pm, and no later than 11:59 pm: Los Paseos Park, Guadalupe River Park, Backesto Park (2 restroom buildings), Murdock Park, Paul Moore Park, Solari Park, Wallenberg Park, Watson Park, Roosevelt Park, Mise Park, Calabasas Park, and Columbus Park (2 restrooms buildings).

### 5.3.19 Park Gate Closing/locking Services

5.3.19.1 Contractor shall lock and secure park gates and close parks to public use no sooner than the posted park closure time and no later than 2 hours after sunset as set by the US Navy for San Jose, California ([http://aa.usno.navy.mil/data/docs/RS\\_OneDay.php](http://aa.usno.navy.mil/data/docs/RS_OneDay.php)).

5.3.19.2 Contractor shall ensure parks are vacated of all park visitors prior to locking gates.

5.3.19.3 The following parks have sports facilities with lighted ball fields and/tennis courts. Lockdown of these parks gates will occur no earlier than 10:00 p.m. and no later than 11:59 p.m.

Backesto Park (adjacent to tennis courts)  
Calabasas Park  
Columbus Park (I and II)  
Fowler Creek Park  
Guadalupe River Park  
Hamann Park  
Los Paseos Park  
Mise Park  
Murdock Park  
Paul Moore Park  
Solari Park  
Wallenberg Park

5.3.19.4 In the event of an emergency or difficulty clearing park of all visitors call SJ Police Dept Dispatch at 408-277-8956.

5.3.19.5 Parks requiring closing/locking of gate(s):

<b>Park Name Park information</b>	<b>Number of Vehicle Gates/Entrances</b>	<b>Number of Pedestrian Gates/Entrances</b>
Alum Rock Park <a href="http://www.sjparks.org/regional/alumrock.asp">http://www.sjparks.org/regional/alumrock.asp</a>	4	2
Almaden Lake Park <a href="http://www.sjparks.org/regional/almadenlake.asp">http://www.sjparks.org/regional/almadenlake.asp</a>	2	6
Edenvale Garden Park <a href="http://www.sjparks.org/regional/edenvalegarden.asp">http://www.sjparks.org/regional/edenvalegarden.asp</a>	2	3
Emma Prusch Memorial Park <a href="http://www.sjparks.org/regional/emmaprusch.asp">http://www.sjparks.org/regional/emmaprusch.asp</a>	2	2
Overfelt Garden Park <a href="http://www.sjparks.org/regional/overfelt.asp">http://www.sjparks.org/regional/overfelt.asp</a>	1	2
Lake Cunningham Regional Park <a href="http://www.sjparks.org/regional/lakecunningham.asp">http://www.sjparks.org/regional/lakecunningham.asp</a>	2	2
Ryland Park <a href="http://www.sjparks.org/neighborhood/ryland.asp">http://www.sjparks.org/neighborhood/ryland.asp</a>	2	2
Hamann Park tennis courts <a href="http://www.sjparks.org/neighborhood/marijanehamann.asp">http://www.sjparks.org/neighborhood/marijanehamann.asp</a>	0	2
Calabazas Park parking lot <a href="http://www.sjparks.org/neighborhood/calabazas.asp">http://www.sjparks.org/neighborhood/calabazas.asp</a>	1	0
Flickinger Park parking lot <a href="http://www.sjparks.org/neighborhood/flickinger.asp">http://www.sjparks.org/neighborhood/flickinger.asp</a>	1	0
Houge Park parking lot <a href="http://www.sjparks.org/neighborhood/houge.asp">http://www.sjparks.org/neighborhood/houge.asp</a>	1	0
Forestdale Tot Lot <a href="http://www.sjparks.org/neighborhood/forestdale.asp">http://www.sjparks.org/neighborhood/forestdale.asp</a>	0	1
San Antonio Tot Lot East San Antonio St near 34th St	0	1
Watson Park <a href="http://www.sjparks.org/neighborhood/watson.asp">http://www.sjparks.org/neighborhood/watson.asp</a>	3	2
Cataldi Park parking lot <a href="http://www.sjparks.org/neighborhood/cataldi.asp">http://www.sjparks.org/neighborhood/cataldi.asp</a>	1	0
Municipal Rose Garden Park <a href="http://www.sjparks.org/regional/rosegarden.asp">http://www.sjparks.org/regional/rosegarden.asp</a>	2	2
Guadalupe Grove Park Sterling Oaks St and Thorntree Way	1	3
Penitencia Creek Park Parking lot <a href="http://www.sjparks.org/neighborhood/penitenciacreek.asp">http://www.sjparks.org/neighborhood/penitenciacreek.asp</a>	3	0

## 5.4 SUPPLEMENTAL SERVICES

5.4.1 The following services are not part of the regularly scheduled cleaning services, but may be requested to be done by the Contractor as supplemental work. Contractor shall be expected to submit costs separately on an hourly basis that includes all costs (including fully burden employee costs for any given day worked, supplies, materials and equipment) for the tasks below. All costs

must be approved before work is performed. Below is a sample set of services that may fall under supplemental services category.

- Window washing
- Special services, i.e., extra cleaning, etc.
- Other

## **6 Environmentally Preferable Procurement Policy**

Contractor agrees that, in the performance of this Agreement, Contractor shall perform its obligations under the Agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the City's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

**6.1** Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

**6.1.1** Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)

**6.1.2** Use of Energy Star Compliant equipment.

**6.1.3** Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)

**6.1.4** Internal waste reduction and reuse protocol(s).

**6.1.5** Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

## **7 Best Management Practices for Storm Drain and Water Course Protection**

Contractor shall implement appropriate Best Management Practices (BMPs) such as those described in the Bay Area Storm Water Management Agencies Association's (BASMAA) Mobile Surface Cleaner Program, the BASMAA Blueprint for a Clean Bay, and the California Stormwater Quality Association's Handbook for Municipal Operations, to control and reduce non-stormwater discharges and polluted stormwater to storm drains and water courses during operation, inspection, and routine repair and maintenance activities of City of San José facilities and infrastructure.

## **8 Hazardous Materials**

Contractor shall not store, use or dispose of Hazardous Materials on City property, nor cause, permit or allow any officer, agent, employee, contractor, permittee or invitee of Contractor to store, use or dispose of Hazardous Materials on City property. Contractor shall immediately notify City of any Hazardous Material release which occurs on City property, regardless of whether the release was caused by or results from Contractor's activities or is in a quantity that would otherwise be reportable to a public agency.

As used herein "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

"Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superfund or environmental clean-up statutes.

**EXHIBIT B, SCHEDULE OF PERFORMANCE  
PARK RESTROOMS**

Contractor shall complete all work according with the seasonal schedules A, B and C and service levels provided below (tiers 1, 2 and 3) in this Exhibit B. During the course of the agreement, the City, at its sole discretion, may elect to modify the seasonal schedules and/or level of restroom janitorial services. Services to be provided daily, 365 days a year

Description	Tier I	Tier II	Tier III
<b>2 Park Restrooms Cleaning Activity</b>			
3 Drinking fountains	D-1	W-2	W-1
4 Spot clean/gum removal	D-1	W-2	W-1
5 Trash stations	D-4	D-3	D-2
6 Toilets	D-3	D-2	D-1
7 Urinals	D-3	D-2	D-1
8 Diaper Changing stations	D-2	D-1	D-1
9 Sinks	D-2	D-1	W-1
10 Mirrors	D-1	W-2	W-1
11 Handrails	D-1	D-1	W-1
12 Counters	D-1	D-1	W-1
13 Cleaning of Soap, paper towel, toilet paper & toilet seat covers dispensers	D-2	D-1	D-1
13 Refilling, Replenishment soap, paper towel, toilet paper & toilet seat covers	D-3	D-2	D-1
14 Clean all vertical surfaces	D-1	D-1	D-1
15 Broom sweep floors	D-1	D-1	D-1
16 Damp Mop floors	D-1	D-1	W-2
17 Burned out light replacement	OD	OD	OD
18 Restroom closing services	D-1	D-1	D-1
19 Restroom opening services	D-1	D-1	D-1
20 Daily closing of park gates	D-1	D-1	D-1
W# Number of days weekly that service is provided.			
M# Number of times monthly that service is provided.			
Y# Number of times yearly that service is provided.			
D# Number of times per day.			
OD On demand			

**SEASON A SCHEDULE**

**Season A: (May, June, July, August, September)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Month Cost
1	Almaden Lake Park	Almaden Expwy. south of Coleman Rd. (west side of lake)		●		\$540.00
2	Almaden Lake Park	Winfield Blvd, south of Coleman Rd. (east side of lake)		●		\$540.00
3	Alum Rock Park	Penitencia Creek Rd. (at Live Oak picnic area)			●	\$344.00
4	Alum Rock Park	Penitencia Creek Rd. (near Mineral Springs picnic area)		●		\$540.00
5	Alum Rock Park	Penitencia Creek Rd. (at Youth Science Institute, includes entrance area to both men & women's sides)		●		\$540.00
6	Alum Rock Park	Penitencia Creek Rd. (at Visitor Center)		●		\$540.00
7	Alum Rock Park	Penitencia Creek Rd. (at Log Cabin picnic area)		●		\$540.00
8	Alum Rock Park	Penitencia Creek Rd. (at Quail Hollow picnic area)			●	\$344.00
9	Alum Rock Park	Penitencia Creek Rd. (at Rustic Lands picnic area)		●		\$540.00
10	Alum Rock Park	Penitencia Creek Rd. (at Eagle Rock picnic area)		●		\$540.00
11	Alum Rock Park	Penitencia Creek Rd. (at entrance)		●		\$540.00
12	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson		●		\$540.00
13	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson		●		\$540.00
14	Bellevue Park	Bellevue Ave. at Sanborn Ave.		●		\$540.00
15	Biebrach Park	W. Virginia ST & Delmas Ave.		●		\$540.00
16	Boggini Park	Remington Wy east of Millbrook		●		\$540.00
17	Cahalan Park	Pearlwood Wy west of Cahalan Ave		●		\$540.00
18	Calabazas Park	S. Blaney Ave. north of Rainbow Dr.		●		\$540.00
19	Capitol Park	Peter Pan Ave. south of Bambi Ln.		●		\$540.00
20	Cataldi Park	Bethany Ave. most western parking lot near orchid (1 Unisex restroom)		●		\$540.00
21	Cataldi Park	Cataldi Dr. eastern parking lot west of Morrill Ave.		●		\$540.00

**Season A: (May, June, July, August, September)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Month Cost
22	Columbus Park East (part of Guadalupe Gardens)	Asbury St & Irene St.		●		\$540.00
23	Columbus Park West (part of Guadalupe Gardens)	Spring St. north of Taylor (part of Center)		●		\$540.00
24	DeAnza Park	Marquette Dr. & Princeton Dr.		●		\$540.00
25	Doerr Park	Park Wilshire Dr north of Potrero Dr.		●		\$540.00
26	Edenvale Garden Park	Edenvale Rd. & Saddelbrook Rd.		●		\$540.00
27	Emma Prusch Farm Park	King & Story Rd. (meeting hall)		●		\$540.00
28	Evergreen Park	Park Estates Wy. East of San Felipe rd.		●		\$540.00
29	Flickinger Park	Ulster & Tourney Dr.		●		\$540.00
30	Fowler Creek Park	Altia Ln. north-west of Fowler Rd.		●		\$540.00
31	Frank M. Santana Park	S. Monroe ST. north of Tisch Wy.		●		\$540.00
32	Great Oaks Park	Giusti Dr. & Snow Dr.		●		\$540.00
33	Greystone Park	Mt. Carmel Dr & Camden Ave.		●		\$540.00
34	Guadalupe Oak Grove Park	Thorntree Dr. south Sterling Oaks Dr.		●		\$540.00
35	Guadalupe River Park (Arena Green by carousel)	N. Autumn St. north of W. Sant Clara St.		●		\$540.00
36	Guadalupe River Park (Confluence Point)	375 W. Santa Clara St., Confluence Point @ Visitor center		●		\$540.00
37	Hathaway Park	1497 Vallejo Dr. near McKinnon Dr.		●		\$540.00
38	Hillview Park	1722 Berona Wy. North of Vista Glen dr.		●		\$540.00
39	Houge Park	Twilight Dr. near Rujert Dr.		●		\$540.00
40	John Mise Park	594 Park Meadow Dr. north of Mitty Wy.		●		\$540.00
41	John P. McEnery Park	W. San Fernando St. east of Guadalupe Exprwy		●		\$540.00
42	Kelley Park @ History Park	1650 Senter Rd., north end of History SJ Park		●		\$540.00
43	Kelley Park @ Japanese Friendship Gardens	1490 Senter Rd., west side entrance		●		\$540.00
44	Kirk Park	1601 Foxworthy Ave., west end of most northern building		●		\$540.00

**Season A: (May, June, July, August, September)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Month Cost
45	Kirk Park	1601 Foxworthy Ave. exterior door restrooms on northern and southern buildings		●		\$540.00
46	La Colina Park	Allegan Cir.		●		\$540.00
47	Lake Cunningham Park	Ruby Creek picnics area (parking lot A)		●		\$540.00
48	Lake Cunningham Park	Willow Glen & Silver Creek picnic areas (parking lot C)		●		\$540.00
49	Lake Cunningham Park	2305 White Rd. - Marina (picnic area)		●		\$540.00
50	Lake Cunningham Park	2305 White Rd. - Skate Park		●		\$540.00
51	Lincoln Glen Park	Radio Ave. north of Curtner Ave.		●		\$540.00
52	Lone Hill Park	Vinter Wy north of Marcy Lynn Ct.		●		\$540.00
53	Los Paseos Park	Via Vista & Avneida Grande		●		\$540.00
54	Marijane Hamann Park	2747 Westfield Ave.		●		\$540.00
55	Mayfair Park (part of Community Center)	2039 Kammerer Ave. east end of building near playground		●		\$540.00
56	Meadowfair Park	Corde Dr. at Barberry Ln.		●		\$540.00
57	Metcalf Park	Forsum Rd. @ Forsum Ct.		●		\$540.00
58	Municipal Rose Garden (north entrance)	Emory St @ Dana Ave. (mid block, includes entry ways)		●		\$540.00
59	Municipal Rose Garden (south entrance)	Naglee Ave. & Dana Ave. (mid block, includes entry ways)		●		\$540.00
60	Murdock Park	Castle Glen Ave. east of Wunderlich Dr.		●		\$540.00
61	Overfelt Gardens Park	368 Educational Park Drive (middle of park)		●		\$540.00
62	PAL BASEBALL SIDE	680 34th St		●		\$540.00
63	PAL STADIUM SIDE, WEST	680 34th St		●		\$540.00
64	PAL STADIUM SIDE, ANNEX EAST	680 34th St		●		\$540.00
65	Parma Park	Little Falls Dr south of Camden Ave.		●		\$540.00
66	Paul Moore Park	Myrtle Ave. west of Cherry Ave.		●		\$540.00

**Season A: (May, June, July, August, September)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Month Cost
67	Penitencia Creek Park	3050 Berryessa Rd. (norht east of community center)		●		\$540.00
68	Plata Arroyo Park	N. King Rd. south of McKee Rd.		●		\$540.00
69	Rainbow Park	Donington Dr. north of Johnson Ave.		●		\$540.00
70	Ramblewood Park	Lightland Rd. east of Dundale Dr.		●		\$540.00
71	Raymond Bernal Jr. Memorial Park	N 7th St. south of E. Hedding St.		●		\$540.00
72	River Glen Park	Payne Ave. at Bird Ave.		●		\$540.00
73	Roosevelt Park	900 E. Santa Clara St, external access from west side of building.		●		\$540.00
74	Roy M. Butcher Park	Lancaster Dr. btwn Camden & Ross Ave.		●		\$540.00
75	Ryland Park	N. Pedro St. north of Ryland St.		●		\$540.00
76	San Tomas Park	Valerie Dr. & Eva Ct.		●		\$540.00
77	Saratoga Creek Park	Hoyet Dr. west of Cordellia Ave.		●		\$540.00
78	Selma Olinder Park (north of community center; no park sign)	848 E. Williams Steet @ 18TH St. Back side of CC		●		\$540.00
79	Selma Olinder Park (south of Selma Olinder Elem. School)	Woodborough Court @ Woodborough Place		●		\$540.00
80	Silver Creek Linear Park* (doesn't have Picnic Meadow)	Silver Creek Rd. & Greenyard St.		●		\$540.00
81	Silver Creek Linear Park/Picnic Meadow	Yerba Buena Rd. west of Silver Creek Valley Rd.		●		\$540.00
82	Solari Park	Los Arboles Ave. north of Cas Dr.		●		\$540.00
83	Starbird Park	Boynton Av. And Starbird Cir.		●		\$540.00
84	Vista Park	473 Hyde Park Dr. east of Barron Park Dr.		●		\$540.00
85	Wallenberg Park	Curtner Ave. at Landsford Ave.		●		\$540.00
86	Watson Park	Jackson St. east of Monferino Dr.		●		\$540.00
87	Welch Park	Clairice Dr. at Kenesta Wy.		●		\$540.00
88	Willow Street-Frank Bramhall Park	1320 Willow Street		●		\$540.00

**Season A: (May, June, July, August, September)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Month Cost
89						Monthly Cost for Season A: \$47,159
90						<b>Total Cost for Season A: \$235,797.90</b>

**SEASON B SCHEDULE**

**Season B: (March, April, October)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
1	Almaden Lake Park	Almaden Expwy. south of Coleman Rd. (west side of lake)		●		\$540.36
2	Almaden Lake Park	Winfield Blvd, south of Coleman Rd. (east side of lake)		●		\$540.36
3	Alum Rock Park	Penitencia Creek Rd. (at Live Oak picnic area)			●	\$344.31
4	Alum Rock Park	Penitencia Creek Rd. (near Mineral Springs picnic area)			●	\$344.31
5	Alum Rock Park	Penitencia Creek Rd. (at Youth Science Institue, includes entrance anrea to both men & womens sides)		●		\$540.36
6	Alum Rock Park	Penitencia Creek Rd. (at Visitor Center)		●		\$540.36
7	Alum Rock Park	Penitencia Creek Rd. (at Log Cabin picnic area)			●	\$344.31
8	Alum Rock Park	Penitencia Creek Rd. (at Quail Hollow picnic area)			●	\$344.31
9	Alum Rock Park	Penitencia Creek Rd. (at Rustic Lands picnci area)			●	\$344.31
10	Alum Rock Park	Penitencia Creek Rd. (at Eagle Rock picnic area)		●		\$540.36
11	Alum Rock Park	Penitencia Creek Rd. (at entrance)		●		\$540.36
12	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson		●		\$540.36
13	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson		●		\$540.36
14	Bellevue Park	Bellevue Ave. at Sanborn Ave.			●	\$540.36
15	Biebrach Park	W. Virginia ST & Delmas Ave.			●	\$344.31
16	Boggini Park	Remmington Wy east of Millbrook			●	\$540.36
17	Cahalan Park	Pearlwood Wy west of Cahalan Ave			●	\$344.31
18	Calabazas Park	S. Blaney Ave. north of Rainbow Dr.			●	\$344.31
19	Capitol Park	Peter Pan Ave. south of Bambi Ln.			●	\$344.31
20	Cataldi Park	Bethany Ave. most western parking lot near orchid (1 Unisex restroom)		●		\$540.36
21	Cataldi Park	Cataldi Dr. eastern parking lot west of Morrill Ave.		●		\$540.36

**Season B: (March, April, October)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
22	Columbus Park East (part of Guadalupe Gardens)	Asbury St & Irene St.		●		\$540.36
23	Columbus Park West (part of Guadalupe Gardens)	Spring St. north of Taylor (part of Center)		●		\$540.36
24	DeAnza Park	Marquette Dr. & Princeton Dr.			●	\$344.31
25	Doerr Park	Park Wilshire Dr north of Potrero Dr.			●	\$344.31
26	Edenvale Garden Park	Edenvale Rd. & Saddelbrook Rd.		●		\$540.36
27	Emma Prusch Farm Park	King & Story Rd. (meeting hall)		●		\$540.36
28	Evergreen Park	Park Estates Wy. East of San Felipe rd.			●	\$344.31
29	Flickinger Park	Ulster & Tourney Dr.			●	\$344.31
30	Fowler Creek Park	Altia Ln. north-west of Fowler Rd.			●	\$344.31
31	Frank M. Santana Park	S. Monroe ST. north of Tisch Wy.			●	\$344.31
32	Great Oaks Park	Giusti Dr. & Snow Dr.			●	\$344.31
33	Greystone Park	Mt. Carmel Dr & Camden Ave.			●	\$344.31
34	Guadalupe Oak Grove Park	Thorntree Dr. south Sterling Oaks Dr.			●	\$344.31
35	Guadalupe River Park (Arena Green by carosel)	N. Autumn St. north of W. Sant Clara St.		●		\$540.36
36	Guadalupe River Park (Confluence Point)	375 W. Santa Clara St., Confluence Point @ Visitor center		●		\$540.36
37	Hathaway Park	1497 Vallejo Dr. near McKinnon Dr.			●	\$344.31
38	Hillview Park	1722 Berona Wy. North of Vista Glen dr.			●	\$344.31
39	Houge Park	Twilight Dr. near Rujert Dr.			●	\$344.31
40	John Mise Park	594 Park Meadow Dr. north of Mitty Wy.			●	\$344.31
41	John P. McEnery Park	W. San Fernando St.east of Guadalupe Exprwy			●	\$344.31
42	Kelley Park @ History Park	1650 Senter Rd., north end of History SJ Park		●		\$540.36
43	Kelley Park @ Japanese Friendship Gardens	1490 Senter Rd., west side entrance		●		\$540.36
44	Kirk Park	1601 Foxworthy Ave., west end of most norhtern building			●	\$344.31

**Season B: (March, April, October)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
45	Kirk Park	1601 Foxworthy Ave. exterior door restrooms on northern and southern buildings			●	\$344.31
46	La Colina Park	Allegan Cir.			●	\$344.31
47	Lake Cunningham Park	Ruby Creek picnics area (parking lot A)		●		\$540.36
48	Lake Cunningham Park	Willow Glen & Silver Creek picnic areas (parking lot C)		●		\$540.36
49	Lake Cunningham Park	2305 White Rd. - Marina (picnic area)		●		\$540.36
50	Lake Cunningham Park	2305 White Rd. - Skate Park		●		\$540.36
51	Lincoln Glen Park	Radio Ave. north of Curtner Ave.			●	\$344.31
52	Lone Hill Park	Vinter Wy north of Marcy Lynn Ct.			●	\$344.31
53	Los Paseos Park	Via Vista & Avneida Grande			●	\$344.31
54	Marijane Hamann Park	2747 Westfield Ave.			●	\$344.31
55	Mayfair Park (part of Community Center)	2039 Kammerer Ave. east end of building near playground			●	\$344.31
56	Meadowfair Park	Corda Dr. at Barberry Ln.			●	\$344.31
57	Metcalf Park	Forsum Rd. @ Forsdum Ct.			●	\$344.31
58	Municipal Rose Garden (north entrance)	Emory St @ Dana Ave. (mid block, includes entry ways)			●	\$344.31
59	Municipal Rose Garden (south entrance)	Naglee Ave. & Dana Ave. (mid block, includes entry ways)			●	\$344.31
60	Murdock Park	Castle Glen Ave. east of Wunderlich Dr.			●	\$344.31
61	Overfelt Gardens Park	368 Educational Park Drive (middle of park)			●	\$344.31
62	PAL BASEBALL SIDE	680 34th St			●	\$344.31
63	PAL STADIUM SIDE, WEST	680 34th St			●	\$344.31
64	PAL STADIUM SIDE, ANNEX EAST	680 34th St			●	\$344.31
65	Parma Park	Little Falls Dr south of Camden Ave.			●	\$344.31
66	Paul Moore Park	Myrtle Ave. west of Cherry Ave.			●	\$344.31

**Season B: (March, April, October)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
67	Penitencia Creek Park	3050 Berryessa Rd. (norht east of community center)			●	\$344.31
68	Plata Arroyo Park	N. King Rd. south of McKee Rd.			●	\$344.31
69	Rainbow Park	Donington Dr. north of Johnson Ave.			●	\$344.31
70	Ramblewood Park	Lightland Rd. east of Dundale Dr.			●	\$344.31
71	Raymond Bernal Jr. Memorial Park	N 7th St. south of E. Hedding St.			●	\$344.31
72	River Glen Park	Payne Ave. at Bird Ave.			●	\$344.31
73	Roosevelt Park	900 E. Santa Clara St, external access from west side of building.		●		\$540.36
74	Roy M. Butcher Park	Lancaster Dr. btwn Camden & Ross Ave.			●	\$344.31
75	Ryland Park	N. Pedro St. north of Ryland St.			●	\$344.31
76	San Tomas Park	Valerie Dr. & Eva Ct.			●	\$344.31
77	Saratoga Creek Park	Hoyet Dr. west of Cordellia Ave.			●	\$344.31
78	Selma Olinder Park (north of community center; no park sign)	848 E. Williams Steet @ 18TH St. Back side of CC			●	\$344.31
79	Selma Olinder Park (south of Selma Olinder Elem. School)	Woodborough Court @ Woodborough Place			●	\$344.31
80	Silver Creek Linear Park* (doesn't have Picnic Meadow)	Silver Creek Rd. & Greenyard St.			●	\$344.31
81	Silver Creek Linear Park/Picnic Meadow	Yerba Buena Rd. west of Silver Creek Valley Rd.			●	\$344.31
82	Solari Park	Los Arboles Ave. north of Cas Dr.			●	\$344.31
83	Starbird Park	Boynton Av. And Starbird Cir.			●	\$344.31
84	Vista Park	473 Hyde Park Dr. east of Barron Park Dr.			●	\$344.31
85	Wallenberg Park	Curtner Ave. at Landsford Ave.			●	\$344.31
86	Watson Park	Jackson St. east of Monferino Dr.			●	\$344.31
87	Welch Park	Clairice Dr. at Kenesta Wy.			●	\$344.31
88	Willow Street-Frank Bramhall Park	1320 Willow Street			●	\$344.31

**Season B: (March, April, October)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
89	Monthly Cost for Season B:					\$35,200.5
90	<b>Total Cost for Season B:</b>		<b>\$105,601.59</b>			

**SEASON C SCHEDULE**

**Season C (November, December, January, February)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
1	Almaden Lake Park	Almaden Expwy. south of Coleman Rd. (west side of lake)			●	\$344.31
2	Almaden Lake Park	Winfield Blvd, south of Coleman Rd. (east side of lake)			●	\$344.31
3	Alum Rock Park	Penitencia Creek Rd. (at Live Oak picnic area)			●	\$344.31
4	Alum Rock Park	Penitencia Creek Rd. (near Mineral Springs picnic area)			●	\$344.31
5	Alum Rock Park	Penitencia Creek Rd. (at Youth Science Institute, includes entrance area to both men & women's sides)			●	\$344.31
6	Alum Rock Park	Penitencia Creek Rd. (at Visitor Center)			●	\$344.31
7	Alum Rock Park	Penitencia Creek Rd. (at Log Cabin picnic area)			●	\$344.31
8	Alum Rock Park	Penitencia Creek Rd. (at Quail Hollow picnic area)			●	\$344.31
9	Alum Rock Park	Penitencia Creek Rd. (at Rustic Lands picnic area)			●	\$344.31
10	Alum Rock Park	Penitencia Creek Rd. (at Eagle Rock picnic area)			●	\$344.31
11	Alum Rock Park	Penitencia Creek Rd. (at entrance)			●	\$344.31
12	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson			●	\$344.31
13	Backesto Park	Empire St. btwn 14th & 15th St.s 15th St. btwn Empire & Jackson			●	\$344.31
14	Bellevue Park	Bellevue Ave. at Sanborn Ave.			●	\$344.31
15	Biebrach Park	W. Virginia St & Delmas Ave.			●	\$344.31
16	Boggini Park	Remington Wy east of Millbrook			●	\$344.31
17	Cahalan Park	Pearlwood Wy west of Cahalan Ave			●	\$344.31
18	Calabazas Park	S. Blaney Ave. north of Rainbow Dr.			●	\$344.31
19	Capitol Park	Peter Pan Ave. south of Bambi Ln.			●	\$344.31
20	Cataldi Park	Bethany Ave. most western parking lot near orchid (1 Unisex restroom)			●	\$344.31
21	Cataldi Park	Cataldi Dr. eastern parking lot west of Morrill Ave.			●	\$344.31
22	Columbus Park East (part of Guadalupe Gardens)	Asbury St & Irene St.			●	\$344.31

**Season C (November, December, January, February)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
23	Columbus Park West (part of Guadalupe Gardens)	Spring St. north of Taylor (part of Center)			●	\$344.31
24	DeAnza Park	Marquette Dr. & Princeton Dr.			●	\$344.31
25	Doerr Park	Park Wilshire Dr north of Potrero Dr.			●	\$344.31
26	Edenvale Garden Park	Edenvale Rd. & Saddelbrook Rd.			●	\$344.31
27	Emma Prusch Farm Park	King & Story Rd. (meeting hall)			●	\$344.31
28	Evergreen Park	Park Estates Wy. East of San Felipe rd.			●	\$344.31
29	Flickinger Park	Ulster & Tourney Dr.			●	\$344.31
30	Fowler Creek Park	Altia Ln. north-west of Fowler Rd.			●	\$344.31
31	Frank M. Santana Park	S. Monroe ST. north of Tisch Wy.			●	\$344.31
32	Great Oaks Park	Giusti Dr. & Snow Dr.			●	\$344.31
33	Greystone Park	Mt. Carmel Dr & Camden Ave.			●	\$344.31
34	Guadalupe Oak Grove Park	Thorntree Dr. south Sterling Oaks Dr.			●	\$344.31
35	Guadalupe River Park (Arena Green by carosel)	N. Autumn St. north of W. Sant Clara St.			●	\$344.31
36	Guadalupe River Park (Confluence Point)	375 W. Santa Clara St., Confluence Point @ Visitor center			●	\$344.31
37	Hathaway Park	1497 Vallejo Dr. near McKinnon Dr.			●	\$344.31
38	Hillview Park	1722 Berona Wy. North of Vista Glen dr.			●	\$344.31
39	Houge Park	Twilight Dr. near RuJert Dr.			●	\$344.31
40	John Mise Park	594 Park Meadow Dr. north of Mitty Wy.			●	\$344.31
41	John P. McEnery Park	W. San Fernando St.east of Guadalupe Exprwy			●	\$344.31
42	Kelley Park @ History Park	1650 Senter Rd., north end of History SJ Park			●	\$344.31
43	Kelley Park @ Japanese Friendship Gardens	1490 Senter Rd., west side entrance			●	\$344.31
44	Kirk Park	1601 Foxworthy Ave., west end of most norhtern building			●	\$344.31
45	Kirk Park	1601 Foxworthy Ave. exterior door restrooms on northern and southern			●	\$344.31

**Season C (November, December, January, February)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
		buildings				
46	La Colina Park	Allegan Cir.			●	\$344.31
47	Lake Cunningham Park	Ruby Creek picni area (parking lot A)			●	\$344.31
48	Lake Cunningham Park	Willow Glen & Silver Creek picnic areas (parking lot C)			●	\$344.31
49	Lake Cunningham Park	2305 White Rd. - Marina (picnic area)			●	\$344.31
50	Lake Cunningham Park	2305 White Rd. - Skate Park			●	\$344.31
51	Lincoln Glen Park	Radio Ave. north of Curtner Ave.			●	\$344.31
52	Lone Hill Park	Vinter Wy north of Marcy Lynn Ct.			●	\$344.31
53	Los Paseos Park	Via Vista & Avneida Grande			●	\$344.31
54	Marijane Hamann Park	2747 Westfield Ave.			●	\$344.31
55	Mayfair Park (part of Community Center)	2039 Kammerer Ave. east end of building near playground			●	\$344.31
56	Meadowfair Park	Corda Dr. at Barberry Ln.			●	\$344.31
57	Metcalf Park	Forsum Rd. @ Forsdum Ct.			●	\$344.31
58	Municipal Rose Garden (north entrance)	Emory St @ Dana Ave. (mid block, includes entry ways)			●	\$344.31
59	Municipal Rose Garden (south entrance)	Naglee Ave. & Dana Ave. (mid block, includes entry ways)			●	\$344.31
60	Murdock Park	Castle Glen Ave. east of Wunderlich Dr.			●	\$344.31
61	Overfelt Gardens Park	368 Educational Park Drive (middle of park)			●	\$344.31
62	PAL BASEBALL SIDE	680 34th St			●	\$344.31
63	PAL STADIUM SIDE, WEST	680 34th St			●	\$344.31
64	PAL STADIUM SIDE, ANNEX EAST	680 34th St			●	\$344.31
65	Parma Park	Little Falls Dr south of Camden Ave.			●	\$344.31
66	Paul Moore Park	Myrtle Ave. west of Cherry Ave.			●	\$344.31
67	Penitencia Creek Park	3050 Berryessa Rd. (norht east of community center)			●	\$344.31

**Season C (November, December, January, February)  
Park Restroom Janitorial Agreement List and Service Level**

No.	Park Name	Address / Location	Tier I	Tier II	Tier III	Monthly Cost
68	Plata Arroyo Park	N. King Rd. south of McKee Rd.			●	\$344.31
69	Rainbow Park	Donington Dr. north of Johnson Ave.			●	\$344.31
70	Ramblewood Park	Lightland Rd. east of Dundale Dr.			●	\$344.31
71	Raymond Bernal Jr. Memorial Park	N 7th St. south of E. Hedding St.			●	\$344.31
72	River Glen Park	Payne Ave. at Bird Ave.			●	\$344.31
73	Roosevelt Park	900 E. Santa Clara St, external access from west side of building.			●	\$344.31
74	Roy M. Butcher Park	Lancaster Dr. btwn Camden & Ross Ave.			●	\$344.31
75	Ryland Park	N. Pedro St. north of Ryland St.			●	\$344.31
76	San Tomas Park	Valerie Dr. & Eva Ct.			●	\$344.31
77	Saratoga Creek Park	Hoyet Dr. west of Cordellia Ave.			●	\$344.31
78	Selma Olinder Park (north of community center; no park sign)	848 E. Williams Steet @ 18TH St. Back side of CC			●	\$344.31
79	Selma Olinder Park (south of Selma Olinder Elem. School)	Woodborough Court @ Woodborough Place			●	\$344.31
80	Silver Creek Linear Park* (doesn't have Picnic Meadow)	Silver Creek Rd. & Greenyard St.			●	\$344.31
81	Silver Creek Linear Park/Picnic Meadow	Yerba Buena Rd. west of Silver Creek Valley Rd.			●	\$344.31
82	Solari Park	Los Arboles Ave. north of Cas Dr.			●	\$344.31
83	Starbird Park	Boynton Av. And Starbird Cir.			●	\$344.31
84	Vista Park	473 Hyde Park Dr. east of Barron Park Dr.			●	\$344.31
85	Wallenberg Park	Curtner Ave. at Landsford Ave.			●	\$344.31
86	Watson Park	Jackson St. east of Monferino Dr.			●	\$344.31
87	Welch Park	Clairice Dr. at Kenesta Wy.			●	\$344.31
88	Willow Street-Frank Bramhall Park	1320 Willow Street			●	\$344.31
89	Monthly Cost for Season C: \$30,299.2					

**Season C (November, December, January, February)  
Park Restroom Janitorial Agreement List and Service Level**

<b>No.</b>	<b>Park Name</b>	<b>Address / Location</b>	Tier I	Tier II	Tier III	Monthly Cost
90	<b>Total Cost for Season C:</b>			\$121,197.12		

**EXHIBIT C  
COMPENSATION**

**1. COMPENSATION**

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

<b>PRNS City Park Restrooms</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>	<b>3 year total</b>
Janitorial services (includes all labor, equipment, material, supplies & consumables)	Season A - \$47,159.58 Season B - \$35,200.53 Season C - \$30,299.28	\$462,596.61	\$1,387,789.83

**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.

<b>Supplemental Services:</b>	<b>Hourly Rate</b>	<b>Percentage (%) Markup on Cost</b>
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.

**1.1** The maximum amount of compensation to be paid to Contractor, including both payment for janitorial services and eligible reimbursable expenses shall not exceed One Million Three Hundred Eighty Seven Thousand Seven Hundred Ninety Dollars and no cents (**\$1,387,790.00**). 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.

**1.2 Monthly Invoice**

Contractor shall submit to City a monthly invoice electronically using an Excel format within fifteen (15) working days of the last day of each month, in arrears, for payment for services performed and any eligible reimbursable expenses pursuant to this Agreement. The monthly 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, supplies and consumables) used per site; unit cost, subtotals and total cost used per site. City shall review the monthly 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.

**1.3 Payment to Contractor**

Except as otherwise provided in this Agreement, City shall make monthly 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.

**1.4 Pricing**

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

**1.5 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 C-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.

**2. LIQUIDATED DAMAGES**

2.1 THE PARTIES HERETO AGREE that it would be impractical and extremely difficult to determine the actual damage to the City if CONTRACTOR were to terminate this Agreement PRIOR TO EXPIRATION OR OTHERWISE breach. in addition to the services provided, CITY EXPECTS TO RECEIVE OTHER benefit from CONTRACTOR's services. The parties mutually agree that liquidated damages set forth in BELOW are ACCEPTABLE TO EACH PARTY AND ARE a reasonable estimate of City's loss if CONTRACTOR fails to COMPLETE SERVICES IN

ACCORDANCE WITH THE SCHEDULE OF PERFORMANCE AND/OR FAILS TO MEET THE PERFORMANCE STANDARDS. CITY'S ACCEPTANCE OF ANY LIQUIDATED DAMAGES AS A RESULT OF A PERFORMANCE STANDARD BREACH SHALL NOT PREVENT CITY FROM EXERCISING ANY OTHER RIGHT OR REMEDY FOR DEFAULT AVAILABLE TO CITY UNDER THIS AGREEMENT.

**2.1.1** Liquidated Damages (LDs) shall be incurred if Contractor fails to meet the performance standards and specifications as set forth in Exhibit A, Scope of Services and Exhibit B, Schedule of performance. The City will allow three (3) verified complaints for below standard cleaning service of any City facilities per month. (A "verified complaint" shall mean an observation of a cleaning deficiency by or confirmed by City Staff.) If a fourth verified complaint occurs, \$250 will be deducted from the monthly price under the contract. Each additional complaint will result in an additional assessment of \$150 per complaint to be deducted until the end of the month.

**a.** If the service deficiency is in an area that is accessible to the general public, or is reported by a building occupant, user or customer, Contractor shall correct the service problem within one (1) hour of notification. If the nature of service problem is such that it cannot reasonably be corrected within one (1) hour, as determined by the City, or if the service deficiency is in an area not accessible to the general public, Contractor shall correct the deficiency within eight (8) hours of notification. Failure to correct the service problem within the applicable time frame will result in one additional verified complaint.

**b.** Contractor shall correct all items identified as deficiencies in City's daily and weekly inspections within 24 hours of notification. Failure to resolve the items in the report within 24 hours will result in one additional verified complaint per item for each 24 hour period that the items remain unresolved.

**c.** Contractor's on duty supervisor(s) shall respond to calls from City staff within 10 minutes. Each failure to respond within this timeframe will result in one additional verified complaint.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH ABOVE HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

**"CITY"**

**"CONTRACTOR"**

By: \_\_\_\_\_

By: \_\_\_\_\_

FORM C-1

**CONTRACT ADDENDUM for JANITORIAL SERVICES**

The following Locations/Services Levels are hereby modified:

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

GCA SERVICES GROUP, INC., A DELAWARE CORPORATION

City of San José  
a municipal corporation

By: \_\_\_\_\_

Name: Richard Sanchez  
Title: Sr. Regional Vice President

By: \_\_\_\_\_

Name: Mark Giovannetti  
Title: Purchasing Officer  
Date: \_\_\_\_\_

**EXHIBIT D  
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. 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

- 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**

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](mailto: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.

EXHIBIT E  
LABOR COMPLIANCE ADDENDUM



LABOR COMPLIANCE ADDENDUM

<b>AGREEMENT TITLE:</b>	<b>CITY JANITORIAL SERVICES</b>
<b>CONTRACTOR Name and Address:</b>	

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 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 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 \_\_\_\_\_  
Name: Mark Giovannetti  
Title: Purchasing Officer  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:  
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 (7<sup>th</sup>) 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 (7<sup>th</sup>) consecutive day of work in a workweek.

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

## **Exhibit E-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.

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 (FLSA); 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.

RD:SSL:SBM  
10/27/11

**EXHIBIT E-2  
LABOR PEACE**

**EXHIBIT F**  
**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR Name and Address:</b>	
<b>DATE:</b>	

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:

<b>OPTION NO.</b>	
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

<b>Percentage rate increase:</b>	
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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.

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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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:
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**EXHIBIT G**

**SUPPLEMENTAL WORK ORDER FORM FOR JANITORIAL SERVICES**

Date: \_\_\_\_\_

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

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

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

**Supplies, Materials, & Heavy Duty Equipment**

QTY	Description	Unit Price	Percent (%) Markup on Cost	Amount
			6%	
<b>Total Supplies, Materials &amp; Heavy Duty Equipment:</b>			<b>6%</b>	<b>\$</b>

Total Skilled Labor	
Total Unskilled Labor	
Total Supplies, Materials & Heavy Duty Equipment	
<b>Grand Total</b>	<b>\$</b>

\_\_\_\_\_  
CITY PROJECT MANAGER SIGNATURE

\_\_\_\_\_  
GCA PROJECT MANAGER SIGNATURE