

## RESOLUTION NO. 19-114

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Three (3) Year Maintenance Contract With Universal Building Services And Supply (UBS) Company Inc. In The Amount Of \$761,274 For Janitorial Services At Various City Buildings And Parks For Fiscal Years 2019/20, 2020/21, 2021/22 And Authorizing The City Manager To Execute Up To Two (2) Additional One-year Extensions Not To Exceed \$271,725 The First Year, And \$281,235 The Second Year Contingent Upon The City Council Appropriating Funds For The Applicable Fiscal Year, For A Total Contract Value Not To Exceed \$1,314,233**

**WHEREAS**, the City contracts for janitorial services at the Civic Center, the Child Development Center, the Police Department, Recreation Center, Senior Center and City Parks, including Doyle-Hollis, Joseph Emery, and the Marina; and

**WHEREAS**, a Request for Proposal (RFP) was released in May 2019 and the City received four responses from: Universal Building Services (\$235,080), Imperial Maintenance Company (\$245,100), Karla's Janitorial (\$263,004), and Integrity Janitorial (\$368,532); and

**WHEREAS**, Universal Building Services and Supply (UBS) Company Inc. was deemed to be the lowest cost and most responsible proposer; and

**WHEREAS**, there is sufficient funding in the operating budget for fiscal years 2019/20; and

**WHEREAS**, continuation of the contract for additional fiscal years will be contingent upon the City Council appropriating funds for the applicable fiscal year; now, therefore, be it

**RESOLVED**, by the City Council of the City of Emeryville that the City Manager is authorized to enter into a three (3) year maintenance contract with Universal Building Services and Supply (UBS) Company Inc., in the form attached hereto as Exhibit A, in the amount of \$761,274 for janitorial services at various city buildings and parks for fiscal years 2019/20, 2020/21, 2021/2022; and authorizing the City Manager to execute up to two (2) additional one-year extensions not to exceed \$271,725 the first year and \$281,235 the second year, contingent upon the City Council appropriating funds for the applicable fiscal year, for a total contract value of \$1,314,233; and, be it, further


**RESOLVED**, by the City Council of the City of Emeryville that the City Manager has the authority to enter into minor amendments provided they do not increase the specified contract amounts.

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 23, 2019, by the following vote:

AYES:	<u>5</u>	Mayor Medina, Vice Mayor Patz, and Council Members Bauters, Donahue, and Martinez
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____

  
\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY



**MAINTENANCE SERVICES CONTRACT**

**THIS MAINTENANCE SERVICES CONTRACT** ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **UNIVERSAL BUILDING SERVICES AND SUPPLY COMPANY** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

**WITNESSETH THAT**

**WHEREAS**, Contractor submitted a proposal for three (3) years of regular janitorial maintenance services through fiscal year 2022. The specifications and scope are attached and incorporated as Exhibit A, and

**WHEREAS**, City has determined that Contractor is qualified by training and experience to render such services; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. AWARD OF CONTRACT**

**1.1 Contract Documents**

The Contract Documents shall include this Contract, including all exhibits attached hereto, and any Plans and Specifications, Notice to Contractors, Contractor's Proposal, Addenda and Change Orders. In the event of any conflict between the printed provisions of this Contract and those of Contractor's offer of acceptance, the provision of this Contract shall prevail.

**1.2 Scope of Work**

In conformance with the Contract Documents, Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship and disposal required in order to provide the maintenance services ("Work") as described in **Exhibit A**, attached hereto. Any quantities for work are estimates. The City does not guarantee any level of work under this Contract. The City, in its discretion, reserves the right to hire or contract with others to do the work set forth in the Contract.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

### 1.3 Price

- A. The Contractor shall be compensated for Work in accordance with the lump sum and rates set forth in **Exhibit A**. The specified compensation will stay in effect for the duration of this Contract. Should the Contractor fail to perform the Work in accordance with the Contract, a corresponding deduction in any recurring amounts owed under **Exhibit A** will be made by the City.
- B. Overtime rates for extra work, if any, shall be charged only on weekdays from 4:30 p.m. to 8:00 a.m., Saturdays, Sundays, and all national holidays. Overtime shall be charged only for the actual time spent at the work site in fifteen (15) minute intervals as approved in advance in writing by the City.
- C. The total amount to be paid under this Contract shall not exceed the sum of **SEVEN HUNDRED SIXTY ONE THOUSAND TWO HUNDRED AND SEVENTY- FOUR DOLLARS AND NO CENTS (\$761,274.00)** ("Total Compensation"). An allowance in an amount not to exceed **THIRTY ONE THOUSAND SIXTY-TWO DOLLARS AND NO CENTS (\$31,062.00)** is included in the Total Compensation for extra work as described in **Exhibit A** should it be needed. The Contractor shall not perform any extra work unless approved in writing by the City Public Works Director.

### 1.4 Payment

Contractor shall invoice City not more frequently than once a month for the Work performed. Compensation shall be paid to Contractor upon receipt and approval by City of invoices setting forth in detail the Work performed. City shall pay Contractor within forty-five (45) days after approval of the invoice by City staff.

### 1.5 Term

This Contract shall begin on the Effective Date and shall terminate on **JUNE 30, 2022**.

### 1.6 Annual Compensation Adjustment

This Contract  is /  is not awarded pursuant to a request for qualifications or proposals, seeking a multi-year contract. If this Contract is awarded pursuant to a request for qualifications or proposals, the Contractor may increase its rates at a percentage no greater than the percent increase in the March to March San Francisco/Oakland Metropolitan Area Consumer Price Index as released by the United States Department of Labor on a yearly basis with a maximum inflation increase of 5% per year, upon written notice to the City at least sixty (60) days in advance of the new rates taking effect.

Documents; b) increase or decrease the quantity of any item or portion of the Work; c) delete any item or portion of the Work; or d) require extra work, as determined by City to be necessary or advisable. All such Work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. Any such changes in the Work will be set forth in a written change order issued by City ("Change Order").

The Change Order will specify:

- A. The Work to be done in connection with the change to be made;
- B. The amount of the adjustment of the lump sum and rates set forth in **Exhibit A** and Total Compensation, if any, and the basis for compensation for the Work ordered; and
- C. The extent of the adjustment in the time specified for performance of Work, if any.

A Change Order shall not become effective until it has been signed by the Director of Public Works. Upon receipt of an approved Change Order, Contractor shall promptly proceed with the ordered Work, unless otherwise provided in the approved Change Order.

No changes or deviations from the Contract Documents shall be made without the authority of an approved Change Order, except that in cases of emergency the Director of Public Works may direct a change in writing. A Change Order increasing the Total Compensation under the Contract requires a written amendment to the Contract.

Whenever it appears to Contractor that a change is necessary, Contractor shall immediately notify the Director of Public Works of the change it believes necessary and the reasons for such change; however, work in the area affected shall not be discontinued unless ordered by the Director of Public Works.

## **2.2 Public Convenience**

Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of Work than it can prosecute properly with due regard to the rights of the public. Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to driveways, houses and buildings along the line of work shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition.

## **2.3 Safety Requirements**

Contractor shall comply with all safety requirements prescribed by applicable federal, state and local laws and regulations to ensure the safety and health of those working

and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

## **2.4 Inspection**

All authorized representatives of City shall have access to the Work. Work and materials not meeting the requirements of City shall be corrected, and unsuitable Work or material may be rejected. Failure on City's part to reject nonconforming Work shall not be construed to imply acceptance of such Work. Observation by City of the Work shall not relieve Contractor of its responsibility to conduct its own comprehensive inspections of the Work and to furnish materials and perform work in accordance with the Contract Documents.

## **2.5 Termination**

### **2.5.1 Termination for Cause**

City shall have the right to terminate Contractor's right to proceed with some or all of the Work and may terminate this Contract for default by providing written notice thereof at least five (5) calendar days in advance of the termination date. The term "default" includes, but is not limited to: a) performance of Work in violation of the terms of the Contract or other applicable law, order, regulation, permit or requirement; b) abandonment; c) assignment or subletting without City approval; d) bankruptcy or appointment of a receiver for Contractor's property; e) refusal or failure to properly prosecute the Work; f) use of materials, supplies, plant or equipment of improper quality or quantity; g) refusal or failure to use an adequate number of properly skilled workers; h) failure to provide proper workmanship; i) failure to take effective steps to end a labor dispute; j) performance of this Contract in bad faith or k) failure to pay subcontractors. Upon such termination, City shall have the right to complete the Work, or the portion involved, by whatever means and methods it deems expedient, at the Contractor's expense which the City can deduct from any amounts due Contractor. City at its sole discretion may withhold any payment otherwise due Contractor until completion and final settlement of the Work covered by the notice of default.

### **2.5.2 Termination without Cause**

City may also terminate the Contract for convenience if in the best interests of City upon thirty (30) calendar days' notice in advance. In such event, Contractor shall be paid for all substantiated direct costs of materials furnished and Work performed up to the date of termination any additional compensation that City deems reasonable.

### **2.5.3 Termination for Lack of Appropriation**

This Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.

Upon receipt of a notice of termination, Contractor shall: a) stop all Work unless directed otherwise; b) take such action to protect materials from damage; c) notify all subcontractors and suppliers that Contract is terminated; d) provide City with inventory list of materials previously produced, purchased or ordered and not yet used in the Work; e) dispose of all materials not used on the Work as directed by City; f) if directed by City, assign all rights and interests of Contractor under subcontracts or orders for the project; g) furnish any required documentation; and h) take any other actions as City may direct.

### **3. CONTRACTOR'S RESPONSIBILITIES**

#### **3.1 Responsibility for Damage; Indemnification**

Contractor shall be responsible for any loss or damage that may happen to the Work; for any loss or damage to any of the materials of other things used or employed in performing the Work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or damage to property from any cause whatsoever.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

### **3.2 Insurance**

Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

### **3.3 Payment of Taxes**

#### **3.3.1 Taxes Included**

The lump sum and rates set forth in **Exhibit A** shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

#### **3.3.2 Business Tax**

Contractor has and shall maintain a current business license with City of Emeryville during the term of this contract. Contractor shall insert in each of its subcontract Contracts a provision which requires its subcontractors to present proof that the subcontractor has obtained a current business license with City of Emeryville during the term of this contract.

### **3.4 Permits and Licenses**

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Contract. Contractor shall comply with all permits applicable to the Work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which Contractor must obtain from State or local agencies in connection with performing the Work of the Contract. Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the Work.



### 3.5 California Labor Code Requirements

- A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Work is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- B. If the Work is being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Work must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- C. This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

- D. Pursuant to the requirements of section 1860 of the California Labor Code, Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- E. Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

### **3.6 Warranty**

Contractor warrants that all materials and Work furnished (1) shall meet all requirements and conditions of City's Contract and manufacturer's warranty if any; (2) shall be free from defects in design, material; workmanship and methods of installation; and (3) shall be fit for the purposes intended. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and nonconforming. This warranty by the Contractor is in addition to any warranties or guarantees required or provided by the manufacturer or supplier.

Contractor shall correct the Work at its own expense promptly after written notice from City to do so and pay for any damage to other property resulting from such nonconforming Work. If Contractor fails to do so promptly, or in an emergency when delay could cause risk of damage or loss, then City take whatever actions are necessary to have the nonconforming Work removed, replaced or corrected at the expense of Contractor and to recover its damages, costs and expenses, including withholding the amount from any payment that is due or to commencing an action against any performance bond.

Nothing in this section shall be construed to establish a period of limitation with respect to other obligations that Contractor may have under these Contract Documents.

### **3.7 Independent Contractor Status**

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for

its own acts and those of its subordinates and employees during the term of this Contract.

### **3.8 Compliance with Laws**

All Work performed by Contractor under this Contract shall be in accordance with applicable federal, state and local requirements, including, but not limited to environmental laws and laws regarding disposal of hazardous wastes.

### **3.9 Noncollusion Declaration**

By executing this Contract, Contractor declares that only persons or parties interested in this Contract are those named in Contractor's bid or proposal and that such bid or proposal was not made in the interest of or on behalf of any undisclosed person, firm or organization; that the bid or proposal was genuine and not collusive or sham; that the signatory to this Contract has not directly or indirectly induced or solicited others to put in a sham bid or proposal, or to refrain from bidding or proposing; and that the signatory to this Contract has not in any manner sought by collusion to secure for itself an advantage over other potential proposers.

### **3.10 Conflicts of Interest**

Contractor covenants and declares that other than this Contract, it has no holdings or interests within the City nor business holdings or agreements with any official, employee or representative of City and shall disclose any such holdings or interests to City in writing.

### **3.11 Discrimination Prohibited**

Contractor covenants and agrees that in performing the Work required under this Contract, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

### **3.12 Bonds (Required for Contract Prices \$25,000 and Greater)**

#### **3.12.1 Payment Bond**

Required /  Not Required

If required for this Contract, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Total Compensation, and which conforms with the requirements of Civil Code section 9550 et seq., as may be amended from time to time.

#### **3.12.2 Performance Bond**

Required /  Not Required

If required for this Contract, before beginning the Work, Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the Total Compensation to guarantee the faithful performance of the Work.

### 3.12.3 Bond Provisions

Any and all bonds required for this Contract shall be in a form acceptable to the City Attorney. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein. Any alteration or alterations made in the Plans and Specifications which are a part of this Contract or in any provision of this Contract shall not operate to release any surety from liability on any required bond and the consent to make such alterations is hereby given. Any surety on such bonds hereby waives the provisions of Section 2819 of the Civil Code.

### 3.13 *City Labor Requirements*

- A. As of the Effective Date, compliance with the City's living wage ordinance is  **required** /  **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws. In the event that compliance with the Living Wage Ordinance is not required, the Contractor may still be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance as set forth in Chapter 37 of Title 5 of the Emeryville Municipal Code, to the extent it is applicable.
- B. Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08 of the Emeryville Municipal Code. Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

- C. Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.
  
- D. Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$16.20 PER HOUR** (which is subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

#### 4. GENERAL PROVISIONS

##### 4.1 *Applicable Law*

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

##### 4.2 *Assignment and Subcontracting*

Neither this Contract nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of City. No such consent shall relieve Contractor of its obligations to comply fully with the requirements of this Contract.

##### 4.3 *Records*

Contractor will permit City to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

##### 4.4 *No Waiver*

Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify

Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

#### 4.5 Notices

##### 4.5.1 Communications Relating to Daily Activities

All communications relating to the day to day activities of the work and invoices shall be addressed to the **Joseph Aguilera** and **Dario De Vincenzi** for the Contractor:

CITY	CONTRACTOR
Joseph Aguilera Phone No.: 510-853-1140 E-Mail: jaguilera@emeryville.org	Dario De Vincenzi Phone No.: 510-527-1078 E-Mail: dario@ubsco.com

##### 4.5.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY	CONTRACTOR
Andrew Clough 1333 Park Avenue Emeryville, California 94608 Phone No.: 510-4340 E-Mail: aclough@emeryville.org	Dario De Vincenzi, Operations Manager 3120 Pierce Street Richmond, CA 94804 Phone No.: 510-527-1078 E-Mail: dario@ubsco.com
<i>with a copy to:</i> Joseph Aguilera 1333 Park Avenue Emeryville, California 94608 Phone No.: 510-853-1140 E-Mail: jaguilera@emeryville.org	

#### 4.6 No Personal Liability

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

#### 4.7 Entire Agreement

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect

to the subject matter of this Contract. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### **4.8 Successors and Assigns**

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

#### **4.9 Severability**

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

#### **4.10 Counterparts**

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied or scanned signature and shall accept the telecopied or scanned signature of the other Party to this Contract.

#### **4.11 No Third-Party Beneficiaries**

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

#### **4.12 Non-Exclusivity**

City reserves right to employ other contractors in connection with the Work and Project covered under this Contract.

#### **4.13 Other Requirements**

This Contract  has /  does not have additional requirements set forth in an **Exhibit C**. If an **Exhibit C** is attached, then due to the nature of the Work, or due to this Work being funded, in whole or in part, by a third party, Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

**SIGNATURES ON FOLLOWING PAGE**

**5. SIGNATURE PAGE TO MAINTENANCE SERVICES CONTRACT**

**IN WITNESS WHEREOF** the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

A.J.   
\_\_\_\_\_  
City Attorney

Dated:

\_\_\_\_\_, 2019

**CITY OF EMERYVILLE**

\_\_\_\_\_  
Christine S. Daniel, City Manager

Dated:

June 24, 2019

**UNIVERSAL BUILDING SERVICES AND SUPPLY CO.**

  
\_\_\_\_\_  
Dario De Vincenzi, Operations Manager (Signature)



# EXHIBIT A

	SITE LOCATIONS	MONTHLY LABOR HOURS	MONTHLY LABOR COST	ANNUAL COST
1 (Exhibit B)	Child Development Center 1220 53rd Street	109	\$ 2,862.67	\$ 34,352.04
2 (Exhibit C)	Civic Center 1333 Park Avenue	130	\$ 3,435.31	\$ 41,223.72
3 (Exhibit D)	Police Station 2449 Powell Station	86	\$ 2,301.58	\$ 27,618.96
4 (Exhibit E)	Senior Center 4321 Salem Street	148	\$ 3,966.80	\$ 47,601.60
5 (Exhibit F)	Emeryville Recreation Department 4300 San Pablo Avenue	3HRS PER TIME	\$80.06 PER TIME	
6 (Exhibit G)	Bridgework Facility 1325 40th Street	9	\$ 223.48	\$ 2,681.76
7 (Exhibit H)	City Parks and Miscellaneous Facilities			
	A. Doyle Hollis Park This park is bounded by Hollis St., 61st St., Doyle St., and 62nd St.	32	\$ 870.84	\$ 10,450.08
	B. Marina Park - Restroom 3310 Powell Street	32	\$ 870.84	\$ 10,450.08
	C. Joseph Emery Park (Portland Loo Restroom) Located on Park Avenue side of City Skate park	64	\$ 1,740.68	\$ 20,888.16
	D. "Amtrak" Station - Elevator 5885 Horton Street (Elevator for overhead pedestrian track crossing.	64	\$ 1,740.68	\$ 20,888.16

	SITE LOCATIONS	MONTHLY SUPERVISORIAL, MANAGERIAL, AND ADMINISTRATIVE COSTS	ANNUAL COST
1 (Exhibit B)	Child Development Center 1220 53rd Street	\$ 251.33	\$ 3,015.96
2 (Exhibit C)	Civic Center 1333 Park Avenue	\$ 300.69	\$ 3,608.28
3 (Exhibit D)	Police Station 2449 Powell Station	\$ 201.42	\$ 2,417.04
4 (Exhibit E)	Senior Center 4321 Salem Street	\$ 347.20	\$ 4,166.40
5 (Exhibit F)	Emeryville Recreation Department 4300 San Pablo Avenue	\$6.94 PER TIME	
6 (Exhibit G)	Bridgecourt Facility 1325 40th Street	\$ 19.52	\$ 234.24
7 (Exhibit H)	City Parks and Miscellaneous Facilities		
	A. Doyle Hollis Park This park is bounded by Hollis St., 61st St., Doyle St., and 62nd St.	\$ 76.16	\$ 913.92
	B. Marina Park - Restroom 3310 Powell Street	\$ 76.16	\$ 913.92
	C. Joseph Emery Park (Portland Loo Restroom) Located on Park Avenue side of City Skate park	\$ 152.32	\$ 1,827.84
	D. "Amtrak" Station - Elevator 5885 Horton Street (Elevator for overhead pedestrian track crossing.	\$ 152.32	\$ 1,827.84

	SITE LOCATIONS	MONTHLY LABOR HOURS	MONTHLY LABOR COST	MONTHLY SUPERVISORIAL, MANAGERIAL, AND ADMINISTRATIVE COSTS	TOTAL MONTHLY COST	ANNUAL COST
1 (Exhibit B)	Child Development Center 1220 53rd Street	109	\$ 2,862.67	\$ 251.33	\$ 3,114.00	\$ 37,368.00
2 (Exhibit C)	Civic Center 1333 Park Avenue	130	\$ 3,435.31	\$ 300.69	\$ 3,736.00	\$ 44,832.00
3 (Exhibit D)	Police Station 2449 Powell Station	86	\$ 2,301.58	\$ 201.42	\$ 2,503.00	\$ 30,036.00
4 (Exhibit E)	Senior Center 4321 Salem Street	148	\$ 3,966.80	\$ 347.20	\$ 4,314.00	\$ 51,768.00
5 (Exhibit F)	Emeryville Recreation Department 4300 San Pablo Avenue	3HRS PER TIME	\$80.06 PER TIME	\$6.94 PER TIME		\$87.00 PER TIME
6 (Exhibit G)	Bridgecourt Facility 1325 40th Street	9	\$ 223.48	\$ 19.52	\$ 243.00	\$ 2,916.00
7 (Exhibit H)	City Parks and Miscellaneous Facilities					
	A. Doyle Hollis Park This park is bounded by Hollis St., 61st St., Doyle St., and 62nd St.	32	\$ 870.84	\$ 76.16	\$ 947.00	\$ 11,364.00
	B. Marina Park - Restroom 3310 Powell Street	32	\$ 870.84	\$ 76.16	\$ 947.00	\$ 11,364.00
	C. Joseph Emery Park (Portland Loo Restroom) Located on Park Avenue side of City Skate park	64	\$ 1,740.68	\$ 152.32	\$ 1,893.00	\$ 22,716.00
	D. "Amtrak" Station - Elevator 5885 Horton Street (Elevator for overhead pedestrian track crossing.	64	\$ 1,740.68	\$ 152.32	\$ 1,893.00	\$ 22,716.00
	<b>TOTAL:</b>	<b>674</b>	<b>\$ 18,012.88</b>	<b>\$ 1,577.12</b>	<b>\$ 19,590.00</b>	<b>\$ 235,080.00</b>

<b>ADDITIONAL JANITORIAL HOURLY RATE:</b>	<b>\$ 28.74</b>
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## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

City of Emeryville – Child Development Center  
1220 53<sup>rd</sup> Street  
Emeryville, CA 94608

Normal hours of facility operation are 7:00 a.m. to 6:00 p.m.

### **1.2 SERVICE FREQUENCY**

Five (5) days per week service.

Hours available for janitorial service 6:00 p.m. to 6:00 a.m.  
Special functions or rental may require additional cleaning during off hours. This is to be bid at hourly rate.

## **2.0 SCOPE OF SERVICES**

This facility is a 11,000 square foot combination preschool daycare center with administration areas and staff break room. The building also has full service commercial kitchen. Building utilizes a combination of VCT and carpeted flooring. A large multi-function room is frequently rented out and may require service on weekends as well as daily.

### **I. ADMINISTRATION AREA**

- a) Lobby area with VCT tile floor, glass doors, staff break room with sink, microwave oven, and refrigerator.
- b) Five (5) offices with carpeted floors.
- c) One rest room that includes one (1) sink, one (1) toilet.
- d) Restrooms have ceramic and grouted floors and wall areas.

### **II. TODDLER / INFANT AREA**

- a) The Infant room has two (2) sinks.
- b) The link area includes one (1) sink, one (1) dishwasher, and one (1) refrigerator. Children's restroom includes three (3) sinks, three (3) toilets, and ceramic and grouted tile floor and wall areas.
- c) Staff rest room includes one (1) sink, one (1) toilet, and ceramic and grouted tile floors and wall areas.
- d) Diaper changing area between the two classrooms has two (2) sinks and counter area.
- e) Toddler area has a small sink and counter in classroom area.
- f) Classrooms are combination of VCT and carpeted floors.
- g) All entrance doors have glass panels.

### **III. COMMERCIAL KITCHEN**

- a) Four (4) sinks, one (1) commercial dishwasher, one (1) grease trap, two (2) gas ovens, one (1) gas range with range hood, and one (1) convection oven, one (1) commercial freezer, and one (1) commercial refrigerator.
- b) This area has stainless steel counters and VCT flooring.

### **IV. TRANSITION, PRE-K-2 AND PR-K3 CLASSROOMS**

- a) Each room has one (1) staff restroom, which has one (1) sink, one (1) toilet, and ceramic tile floor and wall area.
- b) Each classroom has a sink area and counter, and includes one children's restroom, which has two (2) sinks, two (2) toilets, and ceramic tile floor and wall area.

### **V. COURTYARD AREA**

- a) Two (2) public restrooms that include one (1) sink and one (1) toilet.
- b) These restrooms have ceramic tile floors and wall area.

### **VI. MULTI-FUNCTION ROOM**

- a) Has VCT tile flooring, large custom glass sliding doors, three (3) pullout style tables with benches, and all entrance doors have glass panels.

## **3.0 EXECUTION**

### **3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY**

The following activities will be performed by the Contractor at the specified intervals listed adjacent to task:









Designation	Routine									
	D	2xW	W	2xM	M	Q	2xY	A	IFN	
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager	X									
Wash woodwork, ceramic tile, and Formica surfaces and remove splash marks from walls, urinals, and toilet partitions					X					
Clean exterior of air duct receptacles						X				
<b>CORRIDORS AND LOBBY</b>										
Empty wastebaskets and carry trash to specified containers. Replace liner if necessary.	X									
Clean and wipe down all wastebaskets (interior and exterior) and interior trash cans		X								
Vacuum all carpeted surfaces and ceramic tiles		X								
Spot clean all spills using a neutral cleaner	X									
<b>KITCHEN AND CAFETERIA</b>										
Polish kitchen appliances and stainless steel to restore original finish. Clean interior of microwaves if needed			X							

## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

City of Emeryville – Civic Center  
1333 Park St Powell Street  
Emeryville, CA 94608

Normal hours of operation 9:00 a.m. to 5:00 p.m.

### **1.2 SERVICE FREQUENCY**

Five (5) day per week service

There will be evening meetings which could cause certain rooms to be used as late as 1:00 a.m. Hours available for janitorial service 5:00 pm-7am.

## **2.0 SCOPE OF SERVICES**

### **I. OLD TOWN HALL WING**

This area contains approximately 9,000 square feet. The flooring is a combination of carpeted and wood floor areas. There is a great deal of woodwork that shall have to be dusted routinely.

#### **1. GARDEN LEVEL**

- a) One (1) employee kitchen area containing sink, microwave, standard stove, refrigerator, and, dishwasher.
- b) Lunch room tables and chairs.
- c) One (1) meeting room with a carpeted floor containing a table, chairs, a white board, and two (2) bookcases.
- d) One (1) restroom with shower.

#### **2. FIRST FLOOR**

- a) Five (5) offices, office reception area, vestibule, ornamental woodwork, carpeted staircase, front doors are wood with glass, wood floors with carpet and and/or area rugs.

#### **3. SECOND FLOOR**

- a) Council Chamber area with ornamental wood work, carpeted floor and staircase, fixed and portable seating, public lobby area.
- b) One (1) meeting room, carpeted with table and chairs. The table has a glass top that will require cleaning.

- c) One (1) office, carpeted.

## **II. LINK – (Connects Old Town Hall and Administration Building)**

### **1. GARDEN LEVEL**

- a) This area has hard surface flooring and contains an elevator. Elevator is passenger style standard car size. Glass doors at entry points will require cleaning regularly.

### **2. FIRST FLOOR**

- a) Walkway with carpet

### **3. SECOND FLOOR**

- a) Walkway with carpet. This area will occasionally be used to stage events, display artwork, etc.

## **III. ADMINISTRATION BUILDING WING**

### **1. FIRST FLOOR**

- a) This area contains offices and partitioned work areas.
- b) This area also contains a copy room, janitor closet with slop sink, computer room, and one (1) conference room.
- c) Public lobby has granite surface flooring, with an elevator and two (2) restrooms. Public area also contains a City counter with a Formica finish.
- d) Main lobby entrance doors have glass and metal surfaces, two (2) on north side of building, one (1) door on south side of building.
- e) Main office/partitioned areas are carpeted.
- f) The conference room and offices have glass doors that will require cleaning,

### **2. PUBLIC RESTROOMS**

- a) Men's—two (2) sinks, two (2) urinals, one (1) toilet. Women's—two (2) sinks, three (3) toilets. counters in restrooms are polished granite.
- b) These restrooms have ceramic tile floors and walls with polished granite counters.

### **3. SECOND FLOOR**

- a) This area contains offices and partitioned work areas.

- b) This area also includes one (1) large conference room, coffee/copy room with sink and counter, and janitor closet with slop sink.
- c) The public area is the lobby area with elevator and two (2) restrooms.
  - a. Second has a small lobby area with wood/metal railings that will require dusting daily. Main office/partitioned areas are carpeted.
  - d) The conference room and offices have glass doors that will require regular cleaning.
- e) Men's restroom includes: two (2) sinks, two (2) urinals, one (1) toilet.
- f) Women's restroom includes: two (2) sinks, three (3) toilets.
- g) These restrooms have ceramic tile floors and walls with polished granite counters.

### **3.0 EXECUTION**

#### **3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY**

The following activities will be performed by the Contractor at the specified intervals listed adjacent to task:

Designation	Routine								
	D	2xW	W	2xM	M	Q	2xY	A	IFN
<b>OFFICES AND MEETING ROOM</b>									
Mop hardwood floors with dust mop		X							
Clean and sanitize drinking fountains	X								
Spot clean fingerprints and other marks from woodwork, walls, doors and the inside surfaces of exterior windows	X								
Spot clean wall, doors, doorframes and counters	X								
Vacuum all carpeted surfaces		X							
Empty wastebaskets and carry trash to specified containers. Material in recycling containers shall be collected separately and placed in bins specially designed for recycled paper. Replace liner if necessary.	X								
Clean and wipe down wastebaskets and interior trash cans						X			
Turn all lights off (except designated night lights or those in areas being used by employees or the public)	X								
Dust, with dusting agent or damp cloth where necessary. All horizontal surfaces of office furniture (as much as can be done without disturbing papers or desks), partitions, ledges, windowsills and counters.			X						
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project manager or SA	X								
Wipe down plastic and leather furniture				X					
Thoroughly vacuum and spot clean upholstered furniture				X					
Clean all whiteboards as requested									X
Clean and disinfect handsets of phones					X				
Clean all glass doors (both sides) in buildings, including glass partitions, to the height of 10 feet					X				
Clean stairs railings and spot clean staircase					X				
Clean exterior of air duct receptacles						X			
Clean and polish all interior metal fixtures and surfaces, including door push/pull and kick plates					X				
<b>COUNCIL CHAMBER</b>									
Spot clean fingerprints and other marks from woodwork, walls, doors and the inside surfaces of exterior windows				X					
Spot clean wall, doors, doorframes and counters				X					
Vacuum all carpeted surfaces				X					
Empty wastebaskets and carry trash to specified containers. Material in recycling containers shall be collected separately and placed in bins specially designed for recycled paper. Replace liner if necessary.	X								
Clean and wipe down wastebaskets and interior trash cans					X				
Turn all lights off (except designated night lights or those in areas being used by employees or the public)	X								
Dust, with dusting agent or damp cloth where necessary. All horizontal surfaces of office furniture (as much as can be done without disturbing papers or desks), partitions, ledges, windowsills and counters.				X					

Designation	Routine									
	D	2xW	W	2xM	M	Q	2xY	A	IFN	
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager				X						
Wipe down plastic and leather furniture					X					
Clean and polish all interior metal fixtures and surfaces, including door push/pull and kick plates					X					
<b>RESTROOMS AND SHOWERS</b>										
Clean and disinfect restroom fixtures, toilets, urinals and basin, plumbing, mirrors, decorative and protective metals, including undersides and tops of toilet seats	X									
Remove all scale using approved non-abrasive material	X									
Spot clean and dust walls, partitions, splash-plates, windowsills, doors, and related structures	X									
Empty and wipe down waste and sanitary containers, dispose of contents, replace paper products	X									
Clean entrance doors, remove handprints from push-plates and sanitize, wash, scrub and disinfect shower with approved non-toxic germicidal disinfectant	X									
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager	X									
Wash woodwork, ceramic tile, and Formica surfaces and remove splash marks from walls, urinals, and toilet partitions			X							
Clean exterior of air duct receptacles						X				
Wet mop tile floors	X									
<b>CORRIDORS, STAIRS AND LOBBY</b>										
Empty wastebaskets and carry trash to specified containers. Material in recycling containers shall be collected separately and placed in bins specially designed for recycled paper. Replace liner if necessary.	X									
Spot clean spills using a wet mop and neutral (ph 7 or 8) cleaner	X									
Mop tiles with neutral (ph 7 or 8) cleaner	X									
Clean and disinfect wastebasket		X								
Vacuum all carpeted surfaces	X									
Dust stair banister	X									
<b>KITCHEN AND COPY ROOM</b>										
Clean sinks, counters and adjacent walls and cabinets, as well as exterior of stove, microwave oven, dishwasher, refrigerator and warming tray	X									
Polish kitchen appliances and stainless steel to restore original finish. Clean interior of microwaves if needed			X							
Dust mop concrete floors	X									
Wet mop concrete floors			X							
<b>ELEVATOR</b>										
Clean "push button panel" and inside walls		X								
Vacuum all carpeted surfaces		X								
Clean doors inside and out, including "call button panel"		X								
Clean elevator door		X								

## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

City of Emeryville – Police Station  
2449 Powell Street  
Emeryville, CA 94608

Normal hours of operation 24 hours daily. Business hours 8:00 a.m. to 4:00 p.m.

### **1.2 SERVICE FREQUENCY**

Six (6) day per week service (Monday through Saturday)  
Hours available for janitorial service 8:00 a.m. to 4:00 p.m.  
Servicing periods will have to be worked out between Contractor and Police Department Personnel.

## **2.0 SCOPE OF SERVICES**

### **I. GROUND LEVEL**

- a) Entrance lobby with elevator, (elevator is carpeted), lobby area has ceramic tile.
- b) Entrance doors are glass.
- c) There are several enclosed office areas as well as two (2) open office areas.
- d) All office areas are VCT flooring.
- e) There are two locker rooms, one men's and one women's.
- f) The men's locker room includes one (1) restroom with two (2) sinks, two (2) urinals, one (1) toilet, two (2) shower stalls, and tile flooring.
- g) The women's locker room includes one (1) shower stall with ceramic tile floor and walls, with carpeted floor in the room and a restroom with two (2) sinks, two (2) toilets.

### **II. SECOND FLOOR**

- a) Four (4) restrooms each include one (1) sink, one (1) toilet, and one (1) urinal, all restrooms have VCT floors.
- b) There are several enclosed office areas.
- c) All office areas are VCT flooring.
- d) The lobby area floor is ceramic tile and has an elevator area.
- e) There is a large meeting room that has tables and chairs and carpeted floors.
- f) One small conference room has a coffee service area, a refrigerator, microwave, recyclable bottles and cans.

- g) The Communication room has carpeted flooring and several counter areas as well as a public counter and glass partition wall.
- h) Some areas of this facility are secure and will require special arrangements for access by Police personnel.
- i) Lunch/break room has one (1) sink, one (1) microwave oven, VCT flooring, refrigerator and table and chairs.

### **3.0 EXECUTION**

#### **3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY**

The following activities will be performed by the Contractor at the specified intervals listed adjacent to task:



Designation	Routine								
	D	2xW	W	2xM	M	Q	2xY	A	IFN
<b>OFFICES AND MEETING ROOM</b>									
Mop hardwood floors with dust mop	x								
Clean and sanitize drinking fountains	x								
Spot clean fingerprints and other marks from woodwork, walls, doors and the inside surfaces of exterior windows	x								
Spot clean wall, doors, doorframes and counters	x								
Vacuum all carpeted surfaces	x								
Empty wastebaskets and carry trash to specified containers. Material in recycling containers shall be collected separately and placed in bins specially designed for recycled paper. Replace liner if necessary.	x								
Clean and wipe down wastebaskets and interior trash cans						x			
Turn all lights off (except designated night lights or those in areas being used by employees or the public)	x								
Dust, with dusting agent or damp cloth where necessary. All horizontal surfaces of office furniture (as much as can be done without disturbing papers or desks), partitions, ledges, windowsills and counters.		x							
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager	x								
Clean all whiteboards as requested									x
Clean and disinfect handsets of phones					x				
Clean all glass doors (both sides) in buildings, including glass partitions, to the height of 10 feet			x						
Clean stairs railings and spot clean staircase					x				
Clean exterior of air duct receptacles						x			
Clean and polish all interior metal fixtures and surfaces, including door push/pull and kick plates						x			
<b>MULTI-PURPOSE ROOM</b>									
Spot clean fingerprints and other marks from wood work, walls, doors and inside surfaces of windows				x					
Spot clean walls, doors, doorframes and counters				x					
Vacuum all carpeted surfaces	x								
Empty wastebaskets and carry trash to specified containers. Replace liner if necessary.	x								
Clean and wipe down all wastebaskets (interior and exterior) and interior trash cans						x			
Turn all lights off (except designated night lights or those in areas being used by employees or the public)	x								
Dust, with dusting agent or damp cloth where necessary. All horizontal surfaces of office furniture (as much as can be done without disturbing papers or desks), partitions, ledges, windowsills and counters.				x					
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager				x					

Designation	Routine								
	D	2xW	W	2xM	M	Q	2xY	A	IFN
Clean all doors (both sides) in buildings, including glass inserts, the height of 10 feet					X				
Clean and polish all interior metal fixtures and surfaces, including door push/pull and kick plates						X			
<b>RESTROOMS AND SHOWERS</b>									
Clean and disinfect restroom fixtures, toilets, urinals and basin, plumbing, mirrors, decorative and protective metals, including undersides and tops of toilet seats	X								
Remove all scale using approved non-abrasive material	X								
Spot clean and dust walls, partitions, splash-plates, windowsills, doors, and related structures	X								
Empty and wipe down waste and sanitary containers, dispose of contents, replace paper products	X								
Clean entrance doors, remove handprints from push-plates and sanitize, wash, scrub and disinfect shower with approved non-toxic germicidal disinfectant	X								
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager	X								
Wash woodwork, ceramic tile, and Formica surfaces and remove splash marks from walls, urinals, and toilet partitions			X						
Clean exterior of air duct receptacles						X			
Dust mop tile floors	X								
Wet mop tile floors	X								
<b>COMMUNAL AREAS, CORRIDORS, STAIRS, STAIR LANDING AND LOBBY</b>									
Empty wastebaskets and carry trash to specified containers. Replace liner if necessary.	X								
Spot clean all spills using a wet mop									X
Dust mop tile floors	X								
Wet mop tile floors	X								
Clean and disinfect wastebasket			X						
Vacuum all carpeted surfaces	X								
Dust stair banister			X						
<b>KITCHEN AND COPY ROOM</b>									
Clean all sinks and counters adjacent to walls and cabinets, as well as exterior of stove, microwave oven, dishwasher, refrigerator and warming tray	X								
Polish kitchen appliances and stainless steel to restore original finish. Clean interior of microwaves if needed			X						
Dust mop tile floors	X								
Wet mop tile floors	X								
<b>ELEVATOR</b>									
Clean "push button panel" and inside walls		X							
Vacuum all carpeted surfaces		X							
Clean doors inside and out, including "call button panel"		X							

## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

City of Emeryville – Senior Center  
4321 Salem Street  
Emeryville, CA 94608

Normal hours of operation 8:00 a.m. to 5:00 p.m. Other hours as designated for special functions. These special functions or rental of facility may cause some rooms to be used during off hours or weekends.

### **1.2 SERVICE FREQUENCY**

Six (6) day per week service, (Monday-Saturday)

Rental of certain parts of facility could cause weekend use.  
Hours available for janitorial service 1:00 p.m. to 2:00 p.m. and 9:00 p.m. to 8:00 a.m. Additional afternoon janitorial service for spot cleaning and refreshing of restrooms.  
Special functions or rental may require additional cleaning during off hours to be bid at hourly rate.

## **2.0 SCOPE OF SERVICES**

This is a 14,000 square foot multi use facility involving various functions for Emeryville Senior Citizens as well as the local Veteran's Association and other community-based organizations. Some areas of this facility are rented out for special functions. This building was renovated in 1995 and has a combination of existing and newly installed building components.

### **I. BASEMENT**

- a) Boiler room, stairway, and storage. There will be no on-going janitor service required on this level.

### **II. FIRST FLOOR**

#### **1. GENERAL**

- a) Lobby area with terra cotta tile floor, two (2) drinking fountains, elevator, social hall with hardwood floor.
- b) Bar area with VCT tile floor, carpeted office areas, carpeted social room with pool table.
- c) Large auditorium and stage with hardwood floor, storage areas, commercial kitchen, and elevator.
- d) All garbage must be disposed of daily.
- e) Area behind bar must be cleaned daily.
- f) All boxes must be broken down and disposed of daily.

- g) Clean windows and dust-off window shades.

## 2. COMMERCIAL KITCHEN

- a) Three (3) stainless steel sinks, commercial gas stove with range hood, one (1) microwave oven, two (2) refrigerators, one (1) freezer, stainless serving and working counter areas, one (1) commercial dishwasher.
- b) VCT flooring.
- c) Cabinets with glass doors.

## 3. RESTROOMS

- a) Men's: five (5) urinals, two (2) sinks, three (3) toilets, ceramic tile floor, terrazzo partitions on stall areas, and some wall areas are ceramic tile.
- b) Women's: two (2) sinks, three (3) toilets, ceramic tile floor, and some walls are ceramic tile.

## 4. STAGE AREA

- a) Restroom with one (1) toilet.
- b) Janitor closet has a slop sink.

### **III. SECOND FLOOR**

#### 1. GENERAL

- a) Large social hall with fixed wooden seating, sheet vinyl flooring, and ornate wooden chair rails.
- b) Hallways are carpeted as are several office areas.
- c) This floor also has a small conference room.

#### 2. RESTROOMS

- a) Men's: one (1) sink, one (1) toilet, ceramic tile floor and some wall areas.
- b) Women's: three (3) sinks, three (3) toilets, ceramic tile floors and some wall areas.

### **3.0 EXECUTION**

#### 3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY

The following activities will be performed by the Contractor at the specified intervals listed adjacent to task:



## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

City of Emeryville – Recreation Center  
4300 San Pablo Ave  
Emeryville, CA 94608

Normal hours of operation: 7:00 a.m. to 9:00 p.m.

### **1.2 SERVICE FREQUENCY**

If Needed (IFN)

Hours available for janitorial service 9:00 p.m. to 12:00 a.m.

## **2.0 SCOPE OF SERVICES**

This is a 8,640 square foot single story facility. The building is frequently used on weekends.

### **1. GENERAL**

- a) All flooring is VCT.
- b) There are two (2) adult restrooms; each has one (1) sink and one (1) toilet.
- c) There is one (1) men's youth restroom with three (3) sinks, two (2) toilets and three (3) urinals.
- d) There is one (1) women's youth restroom with three (3) sinks and four (4) toilets. There are six (6) classrooms, each classroom has one (1) sink.
- e) There is one (1) breakroom with a sink, a microwave, a refrigerator and an stove. There are five (5) enclosed offices, one (1) enclosed family resource center, one (1) conference room, and some open office area.

## **3.0 EXECUTION**

### **3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY**

The following activities will be performed by the Contractor at the specified intervals listed adjacent to task:

## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

1. Bridgecourt Facility  
1325 40<sup>th</sup> Street  
Emeryville, CA 94608  
Normal hours of operation: Per tenant rental

### **1.2 SERVICE FREQUENCY**

Weekly

Hours available for janitorial service 9:00 a.m. to 12:00 p.m.

## **2.0 SCOPE OF SERVICES**

This is a 3,500 square foot multi-purpose single story facility. The building is frequently used on weekends and/or classes during the weekdays.

### **1. GENERAL**

- a) Main area has wood flooring.
- b) Appliances located in kitchen area.
- c) Mirrors in main floor area.
- d) Formica countertops in kitchen.
- e) There is one restroom; has one (1) sink and one (1) toilet.
- f) Large all glass walls in main multi-purpose area.

Designation	Routine									
	D	2xW	W	2xM	M	Q	2xY	A	IFN	
<b>OFFICES, MEETING ROOM AND ACTIVITY ROOM</b>										
Mop hardwood floors with dust mop			x							
Clean and sanitize drinking fountains			x							
Spot clean fingerprints and other marks from woodwork, walls, doors (including glass doors), and glass partitions, and the surfaces of exterior windows			x							
Spot clean walls, doors, doorframes and counters			x							
Empty wastebaskets and carry trash to specified containers. Material in recycling containers shall be collected separately and placed in bins specially designed for recycled paper. Replace liner if necessary.			x							
Turn all lights off (except designated night lights or those in areas being used by employees or the public)			x							
Dust, with dusting agent or damp cloth where necessary. All horizontal surfaces of office furniture (as much as can be done without disturbing papers or desks), partitions, ledges, windowsills and counters.			x							
Report burned out lightbulbs, graffiti and other abnormal situations to the designated Project Manager			x							
Wipe down plastic and leather furniture			x							
Clean and disinfect handsets of phones			x							
Clean and wipe down wastebaskets and interior trash cans			x							
Perform high and low dusting (door sashes', tops of partitions, high cabinets, ledges, vents and hanging light fixtures). Cobwebs are to be removed to the extent that they can be removed with an extendable pole and only to the extent that special equipment is not required			x							
Clean all doors (both sides) in buildings, including glass inserts, the height of 10 feet			x							
Clean exterior of air duct receptacles			x							
Clean and polish all interior metal fixtures and surfaces, including door push/pull and kick plates			x							
<b>RESTROOMS AND SHOWERS</b>										
Clean and disinfect restroom fixtures, toilets, urinals and basin, plumbing, mirrors, decorative and protective metals, including undersides and tops of toilet seats			x							
Remove all scale using approved non-abrasive material			X							
Spot clean and dust walls, partitions, splash-plates, windowsills, doors, and related structures			X							
Empty and wipe down waste and sanitary containers, dispose of contents, replace paper products			X							
Clean entrance doors, remove handprints from push-plates and sanitize, wash, scrub and disinfect shower with approved non-toxic germicidal disinfectant			X							
Report burned out lightbulbs, graffiti and other abnormal situation to the designated Project Manager			x							



## **1.0 GENERAL**

### **1.1 LOCATION / HOURS**

A. Doyle Hollis Park

This park is bounded by Hollis St., 61st St., Doyle St., and 62nd St.

B. Marina Park – Restroom

3310 Powell Street

C. Joseph Emery Park (Portland Loo Restroom) Located on Park Avenue side of City Skate park

D. “Amtrak” Station – Elevator

5885 Horton Street (Elevator for overhead pedestrian track crossing

Normal hours of operation: 24 hours per day / 7 days per week.

### **1.2 SERVICE FREQUENCY**

A. Seven (7) days per week service

Hours available for janitorial service 6:00 p.m. to 10:00 p.m.

B. Seven (7) days per week service

Hours available for janitorial service 6:00 p.m. to 10:00 p.m.

C. Seven (7) days per week service – two times per day. (2xD)

Hours available for janitorial service (1) at 5:00 a.m. to 9:00 a.m. (1) at 6:00 p.m. to 10:00 p.m.

D. Seven (7) days per week service – two times per day. (2xD)

Hours available for janitorial service (1) at 5:00 a.m. to 9:00 a.m. (1) at 6:00 p.m. to 10:00 p.m.

## **2.0 SCOPE OF SERVICES**

Sites A, B & C consist of one restroom facility. Site D consists of an elevator.

## **3.0 EXECUTION**

### **3.1 SPECIFICATIONS FOR FREQUENCY AND JANITORIAL ACTIVITY**





**EXHIBIT B**  
**Contract Insurance Requirements**

As used in this Exhibit B, Contractor refers to **UNIVERSAL BUILDING SERVICES AND SUPPLY COMPANY**.

**1. MINIMUM REQUIREMENTS**

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

**1.1 Minimum Scope of Insurance**

Coverage shall be at least as broad as the latest version of the following:

- General Liability**  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- Automobile Liability**  
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- Professional Liability / Errors and Omissions**  
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- Workers' Compensation and Employer's Liability**  
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- Pollution Liability Insurance**  
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

## 1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

**General Liability (All Contract Types)**

\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

**General Liability (Construction Specific)**

\$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

**Automobile Liability**

\$2,000,000.00 per accident for bodily injury and property damage.

**Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

**Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

**Pollution Liability Insurance**

\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

## 2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

**General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with

respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

**Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

**Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

**Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

**Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon

land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

### **ALL COVERAGES**

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

### **3. SEPARATION OF INSUREDS; NO SPECIAL LIMITATIONS**

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

### **4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

### **5. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

### **6. VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The

certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **7. SUBCONTRACTORS**

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

## **8. REPORTING OF CLAIMS**

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.