

NOTICE

IF RECEIVING THIS IFB BY INTERNET, CALL (707) 543-3700 TO REGISTER AS A BIDDER. FAILURE TO REGISTER AS A BIDDER MAY RESULT IN YOUR FIRM NOT RECEIVING BID ADDENDUMS. FAILURE TO SUBMIT BID ADDENDUMS WITH BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.



City of Santa Rosa

INVITATION FOR BIDS 12-47

Utilities Janitorial Services

DATE ISSUED

December 4, 2012

NON-MANDATORY PRE-BID MEETING AND SITE VISIT

December 12, 2012 at 7:30a.m. – 4:00p.m.
RSVP no later than December 10, 2012 by 12:00p.m.
Bring a Bag Lunch and Drink

BID DUE DATE

(Bid Opening)

January 3, 2013 at 2:00 p.m.

TO

Jennifer Myles, Senior Buyer
City of Santa Rosa – Purchasing Office
635 First Street, 2nd Floor
Santa Rosa, CA 95404
(707) 543-3709
707-543-3703
jmyles@srcity.org

INVITATION FOR BIDS
IFB 12-47

JANITORIAL SERVICES
VARIOUS UTILITIES FACILITIES

Sealed Bids, signed and in the original only, subject to the Invitation For Bids, Provisions and Specifications, will be received at City of Santa Rosa, **Purchasing Office, 635 First Street, 2nd Floor Santa Rosa, CA 95404 until 2:00 p.m., on January 3, 2013** for janitorial services as described in the accompanying schedule.

NOTE: *To submit bid, address location – 635 First Street, 2nd Floor, Santa Rosa, CA 95404
Please allow plenty of time to find parking. No bids will be allowed after 2:00pm.*

The Intent of this Invitation for Bids is to establish a *two- year* contract for janitorial services provided to various Utility Department locations and the Sonoma County Water Agency in accordance with the terms, conditions and work specifications contained herein. The contract period would be for two years with the option to renew the agreement for two 2-year extensions, three 1-year extensions, or any combination of extensions not exceeding a total of three years, upon mutual agreement of parties.

NOTE: **There will be a Non-Mandatory Pre-Bid meeting on December 12, 2012 from 7:30 am – 4:00 pm. Sign-in: 7:30 a.m. to 8:00 a.m., meeting starts at 8:00 a.m. sharp.** Contractors are requested to attend to gain full knowledge of scope of work and have the ability to ask questions. The pre-bid meeting will be conducted by the city's Utilities Department and Purchasing and will **meet at the Laguna Treatment Plant Administration Building, Estuary Conference Room, 4300 Llano Road, Santa Rosa, CA 95407.**

NOTE: There will be no rescheduling of the non-mandatory pre-bid meeting. Please call 707-543-3709 to **RSVP** no later than December 10, 2012 by 12:00p.m. If required, the City will be scheduling a bus to take contractors to various locations and will need to determine the quantity of attendees. The City requests that *no more than two* representatives from each company attend.

Please bring a bag lunch and/or drink. Time will be limited, so we will be having lunch on the bus.

Bid responses must fully address all factors, complete references and data to verify qualifications and experience and include a statement that the City contract can be executed, and any exceptions. Bid responses without sufficient submittal of data to provide a complete bid response will be considered non-responsive. Vendor must review the City's proposal terms and conditions. Any exceptions taken to the proposal specifications must be listed as a separate item in the Exceptions to Specifications form located in the Required Data Section of the documents.

Cost Proposals

Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Compensation schedule, **Attachment "A"**. Sales tax must be applied and itemized only where applicable. Attachment "A" is also available as an Excel spreadsheet which is posted on our website under this bid.

Contractor's Worksheet: Bidders are required to provide the information requested on the Contractor's Worksheet, **Attachment "B"**. Failure to provide complete information may be sufficient reason to consider the proposal submittal non-responsive and given no further consideration. The Contractor's Worksheet will be a critical part of the overall proposal evaluation and subsequent award.

Note: Vendors must meet the minimum hours listed in each worksheet. The number of custodians plus hours assigned should equal the estimated hours per day. Failure to do so may result in your bid as non-responsive.

References: **Attachment "C"** Provide on the form a list of at least five agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number, and length of time service has been performed.

Before a Contract will be awarded for the services described herein, the City reserves the right to conduct an investigation, if deemed necessary, to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this Contract. Upon request, the Bidder shall submit any additional information as deemed necessary by the City.

Sample Contract

Attachment "D" is a draft of a City contract as would normally be used in this procurement. Bidders' are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful bidder, for signature, prior to contract award. As part of the technical proposal, a bidder must evaluate the terms and conditions and provide any exceptions. Any exceptions taken to the draft contract must be provided as an attachment to the proposal submittal.

Floor Plans

Attachment "E" is available Floor Plans for various locations.

Business Tax

Any person whose business is located in Santa Rosa, or conducts business in Santa Rosa, must apply for a business tax certificate within 30-days of the date the business commences. Conducting business in Santa Rosa without a business tax certificate can result in penalties, violation notices, citations and court action. You can go to the following link to obtain more information about applying or renewing a City of Santa Rosa business tax license:

<http://ci.santa-rosa.ca.us/departments/finance/revenue/businessstax/Pages/default.aspx>

Bidders' Qualifications/Experience

Bidders are required who have significant experience in providing the janitorial services specified herein. Bidders must have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the bid specifications and subsequent contract award.

Designated Contact

All bids will be extended through the City of Santa Rosa Purchasing Agent or his appointed representative whose name, address and telephone number as shown in **REQUIRED DATA FORMS**: Award will be by the Board of Public Utilities, by Motion. No other officer or agent may obligate or bind the City. In **REQUIRED DATA FORMS**: NOTIFICATIONS, Bidders will designate, by name, who will receive contract documents. The person named will be an authorized agent of contractor able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

VENDOR INQUIRIES

For information concerning IFB procedures and regulations (i.e., submission deadline, forms required, etc.), interested parties may contact:

Jennifer Myles - Senior Buyer
City of Santa Rosa
635 First Street – 2nd Floor
Santa Rosa, CA 95404
(707) 543-3709 Voice
(707) 543-3703 Fax
jmyles@srcity.org

For information concerning scope of work requirements, interested parties may contact:

Jama Giammona - Contracting Officer Representative
City of Santa Rosa
(707) 543-3411
jgiammona@srcity.org

SPECIFICATIONS

The following specifications are provided to allow prospective bidders the opportunity to submit their bids for services which the bidder feels best meet or exceed the City's requirements.

GENERAL

The contractor shall furnish all labor, material, equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications.

The City requires that the successful contractor(s) comply with all requirements of the California Displaced Janitor Opportunity Act. The Act requires that the successor contractor retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

BASIC SERVICE

The following basic services shall be performed in all buildings unless otherwise specified. All equipment and materials shall be used per manufacturer's directions for each application. See the special conditions listed under each building for additional specifications which are specific to each site and may include or vary from these basic services.

Restrooms

Daily

- Fill and clean all dispensers.
- Empty, clean and disinfect all waste receptacles and insert new liners.
- Clean and disinfect all wash basins, counters, and fixtures with non-abrasive cleanser.
- Clean all mirrors, chrome, stainless steel, and polish to a shine.
- Wash and disinfect all urinals and toilets, removing stains and cleaning under rims and flush holes. Clean and disinfect toilet seats, fixtures and outside surfaces of urinals and toilets.
- Sweep and damp mop floor with disinfectant detergent solution.

Weekly

- Clean urinals and toilets with liquid toilet bowl cleaner to remove and prevent build-up of stains and deposits.
- Pour a large pail of fresh water down floor drains.
- Wash and disinfect walls, partitions, frames, doors.

Shower/Locker Rooms

Daily

- Fill and clean all dispensers.
- Empty, clean and disinfect all waste receptacles and insert new liners.
- Scrub and disinfect with antifungal cleanser, all shower areas and fixtures. All surfaces shall be free of soap scum, body oils, mineral deposits, mold, mildew, stains and odors.
- Sweep and damp mop floors with disinfectant.
- Dust and spot clean lockers and benches. Benches shall be left dry.
- Dust and spot clean all doors, walls, partitions, mirrors and other surfaces.
- Clean floor drains of hair, soap and all other materials.
- Scrub entrances and walk ways with deck scrub brush and disinfectant cleanser.

Weekly

- Clean and disinfect exterior of all lockers. Do not allow water to drip into lockers.
- Clean and disinfect all doors, walls, partitions, and benches. Leave benches completely dry.

Entry Ways, Lobbies, Hallways, Corridors, Traffic Areas

Daily

- Vacuum all carpets.
- Dust mop floors.
- Damp mop floors.
- Empty and clean wastebaskets, central recycling bins, and trash barrels, including those outside entrances and at all outside patios, and replace liners. Wastebaskets and trash cans shall be free of stains and odors.
- Clean doors, door glass, frames and kick plates on both sides.
- Dust and wipe clean with damp or treated cloth: partitions, walls, baseboards, counters, cabinets and all other horizontal surfaces.
- Sweep outside entryways.
- Empty and clean ashtrays, screen all sand urns. Replenish sand as needed.
- Wipe down all doors and door handles at main entrances. Wash windows.

Offices, Meeting and Conference Rooms

Daily

- Dust all desks, office furniture, chairs, partitions and picture frames with a treated dust cloth. Do not move or disturb any paperwork or other materials.
- Spot clean tabletops, countertops, office furniture, fabric, and chairs. Arrange chairs in orderly fashion.
- Dust and spot clean doors, frames, walls, counters, sills, baseboards and partitions, glass and inside of window.
- Empty, clean and sanitize wastebaskets, and replace liners.
- Vacuum meeting and conference room carpets.
- Damp mop hard/resilient flooring in meeting and conference rooms.
- Vacuum all office carpets

Lunch Rooms, Break Rooms, Vending Areas

Daily

- Remove all trash and recyclables and replace liners. Clean and disinfect as needed. Wastebaskets shall be free of stains and odors.
- Fill and clean all dispensers.
- Vacuum all carpets.
- Dust mop floors.
- Damp mop floors.
- Damp wipe tables and chairs, and replace in orderly fashion.
- Clean and disinfect counter tops, sinks, exterior of appliances, and fixtures.
- Dust and spot clean doors, glass, door frames, walls, partitions, sills, baseboards.

Other Services

Daily

- Empty garbage cans and replace liners.
- Spot clean walls.
- Clean, sanitize and polish drinking fountains.
- Sweep all exterior entrances and patios, empty garbage cans and replace liners, clean garbage cans and cigarette urns, clean exterior furniture as needed. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. **PLEASE DO NOT DRAG TRASH BAGS.**

Weekly

- Janitorial closets and storage areas shall be kept clean, neat and orderly.
- Remove all cobwebs
- Damp wipe all doors, wall, frames, sills, counters, baseboards.
- UV Fountain: Wash, scrub and control algae on ceramic tiles.
- Laundry Room: Damp wipe washers and dryers. Sweep and damp mop laundry room floors.

Monthly

- Blinds. Dust and damp wipe blinds.

Quarterly

- HVAC Grates. Remove grates, clean and replace.
- Strip, wash and wax floors. Clean grout and seal. Chemically clean carpets.
- Spot clean chairs.
- Windows. Clean interior and exterior of windows. Windows are to be thoroughly cleaned, spot cleaning is not acceptable.

Annual

- Pressure wash outside of designated buildings. Exterior windows shall be cleaned to rid windows of any overspray and/or dirt during the course of power washing the building. Pressure washing as much dirt and grime off of building as possible, without leaving.
- Clean 4 Geysers pump stations.

AS NEEDED

- Damp wipe chalk and white boards

DEFINITIONS

The following definitions apply unless otherwise noted.

Daily: Shall mean once per day, Monday through Friday, excluding holidays when service need not be performed. Alternating Thursdays means the offices are closed every other Friday. One week services will be provided Monday, Wednesday and Friday whereas the next week will be Monday,

- Weekly:** Wednesday and Thursday.
Shall mean one day per week.
- Monthly:** Shall mean once per calendar month. All such work performed and completed in the last week of each month
- Quarterly:** Shall mean every three calendar months.
- Semi-Annually:** Shall mean every six calendar months.
- Annual:** Shall be once per year.
- As-Needed:** Shall be determined by City representative.

FLOOR COVERINGS: Floor coverings vary in each building. They may include, but not limited to, carpet, vinyl, ceramic tile, concrete and slip retardant flooring. The contractor shall be responsible for performing the prescribed and appropriate cleaning method for each type of floor covering.

CARPETED FLOORS AND FLOOR MATS: Vacuum carpets with an industrial grade vacuum and high efficiency bag/filter (filter down to 1 micron). Vacuum the entire carpeted areas, including under chairs, tables and other easily moved items, and around furniture legs. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. The carpet shall be free of visible dirt, litter, and soil.

Inspect carpet for spots and remove immediately. Remove spots with an appropriate industrial grade spot removing solution using the manufacturer's recommended techniques. Report any tears, burns or unraveling of carpet to the Contract Administrator.

Steam clean or wet extract all carpets quarterly with approved equipment and materials. Follow manufacturer's recommendations for proper cleaning procedures.

RESILIENT AND HARD SURFACE FLOORS: All resilient and hard surface floors shall be swept or vacuumed daily. These floors shall then be damp mopped with clean mop, clean water and approved cleanser. Chairs, trash containers, and other easily movable items shall be moved, cleaned underneath and placed back in an orderly fashion. Upon completion, the entire surface shall be free of mold, mildew, litter, soil, dust and foreign matter, stains, streaks, film, standing water and splash marks. Put out wet floor warning signs while work is in progress and until floor is dry.

Spray buff floors monthly with floor machine and buffing pad. Apply a thin film of polish then buff while moist to remove black marks, scuffs, stains, and scratches. Dust and wet mop the floor first, and dust-mop the floor when done spray buffing.

Strip and seal all tile and linoleum floors. Move furniture out of the way to wash the walls, and dust mop the floor. Put out wet floor warning signs while work is in progress and until

floor is dry and ready for traffic. Strip entire floor including corners and edges until all waxes, sealants and cleaning agents are removed. Rinse floor until all soil and cleaning agents are removed. Inspect floor to be sure all wax, sealant, dirt, cleaning agents and streaks are removed. Baseboards, furniture, door and window frames, and corners should be cleaned as well as the floor. Apply three coats of finish and buff final coat. Finish should be clear in color, have no streaks, and resist dirt and soil.

Vendors must refer to and adhere to the City's Environmentally Friendly Policy for use of cleaning products, located at the link below:

http://ci.santa-rosa.ca.us/environmental_stewardship/eps/policy/Pages/default.aspx

DEFINITION OF TERMS

CLEAN: Remove all dirt, stains and marks with approved cleaner.

SWEEP: remove all loose dirt and litter with sweeping tool and treated cloth; in places difficult to sweep, use brush or vacuum.

DAMP WIPE: Remove all surface dirt with a damp cloth.

DAMP MOP: Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required and rinse.

DUST: Remove all loose dirt and debris. Treated cloth shall be used.

VACUUM: Remove all surface and embedded dirt with a high efficiency filter suction cleaner (filtering down to particles 1 micron in size).

SCRUB: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pads.

STRIP: Remove accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

WAX: Apply appropriate number of coats of approved floor finish.

SPRAY-BUFF: Use floor machine equipped with spray buff pad. Apply solution and buff until dry.

HI-SPEED BUFFING: Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.

CERAMIC TILE SEALER: Apply protective sealer finish that adds luster but does not build up on floor surface.

CLEANING HOURS: All of the work described below and in the subsequent pages shall be performed as specified for each location.

WEEKEND AND HOLIDAY WORK: All work necessary to be performed on Saturdays, Sundays, or legal holidays, except for that as may be required in the specifications, shall be performed without additional expense to the City, and shall be authorized by the Contracts Administrator.

If the holiday falls on a scheduled work day for a 24/7 facility, vendors would be required to clean the facility. Exception, vendors can schedule to clean the facility the day before in lieu of cleaning on the holiday. If the vendor was there the night before, no cleaning would be required on the day of the holiday.

HOLIDAYS: Holidays include:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

INDIVIDUAL FACILITY SPECIFICATIONS

BID ITEM NO. 1 & 21

Laguna Treatment Plant, Administration Building
4300 Llano Road
Approximately 24,920 Square Feet

GENERAL DESCRIPTION: The Laguna Treatment Plant Administration building consists of numerous private offices, cubicles, an environmental laboratory, control room, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: All areas in the building will be cleaned. Pressure washing of this facility will be performed on an annual basis. NOTE: Safety equipment will be worn while working in the Environmental laboratory.

BID ITEM NO. 2 & 22

Laguna Treatment Plant, Annex
4300 Llano Road
Approximately 4,411 Square Feet

GENERAL DESCRPTION: The Annex houses the Wastewater Operations and Reclamation divisions. There is a combination of offices and individual cubicles along with a lunchroom, conference room, restrooms, locker rooms and laboratory.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday..

AREAS TO BE CLEANED: All areas will be cleaned. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 3 & 23
Laguna Treatment Plant, Chemical Building
4300 Llano Road
Approximately 650 Square Feet

GENERAL DESCRPTION: The Chemical Building is the office space for the wastewater treatment operation staff.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: The operator's control room, the restroom and the hallway. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 4
Laguna Treatment Plant, Control Room, Belt Press Building
4300 Llano Road
Approximately 650 Square Feet

GENERAL DESCRIPTION: The Belt Press Building houses some wastewater treatment plant operation staff to oversee the sludge process, prior to moving over to the composting process.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined Sunday through Thursday; or three days per week Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: The operator's control room and the restroom/locker rooms.

BID ITEM NO. 5 & 24
Laguna Treatment Plant, Maintenance Shop
4300 Llano Road
Approximately 330 Square Feet

GENERAL DESCRIPTION: The maintenance shop houses the electrical, instrumentation, skilled maintenance and mechanical technologist sections.

CLEANING HOURS: This facility is operates on a five day a week, eight hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: Electrician's office, instrumentation office, mechanical technologist's office, skilled maintenance, two supervisor's offices, restroom, laundry area, and restroom/locker room. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 6 & 25
Laguna Treatment Plant Warehouse
4300 Llano Road
Approximately 288 Square Feet

GENERAL DESCRIPTION: This building houses the warehouse operations.

CLEANING HOURS: This facility is operates on a five day a week, eight hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: The office area and restroom. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 7
Laguna Treatment Plant
Wastehauler Station/Digester Bathroom
4300 Llano Road
Approximately 224 square feet

GENERAL DESCRIPTION: This building is part of the operations section and takes samples of their product prior to allowing them to release.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: The office area. Digester bathroom is included in this bid item. Bathroom area is cleaned two times per week.

BID ITEM NO. 8
Laguna Treatment Plant UV Fountain
4300 Llano Road

GENERAL DESCRIPTION: This ceramic tile fountain is used whenever there are tours to show what those on the tour what the final product looks like.

CLEANING HOURS: This facility is part of the seven day a week, twenty-four hour per day operation. Cleaning will be done once per week.

AREAS TO BE CLEANED: The tile and grout of the fountain.

BID ITEM NO. 9 & 26
Compost Facility
4301 Llano Road
Approximately 2,273 square feet

GENERAL DESCRIPTION: This facility is responsible for the process that makes compost.

CLEANING HOURS: This facility operates five days per week eight hours per day; however, staff does work most Saturday's. Daily cleaning as defined three days per week: Sunday, Tuesday and Thursday.

AREAS TO BE CLEANED: The office area, hallway, lunchroom, restroom and locker room, and mud room. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 10
Brown Farm Maintenance Facility
2200 Llano Road
Approximately 300 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the reclamation system.

CLEANING HOURS: This facility operates five days per week eight hours per day. Daily cleaning as defined two times per week, Tuesday and Thursday during working hours.

AREAS TO BE CLEANED: The trailer and the restroom and locker room area located in the pole barn.

BID ITEM NO. 11 & 27
Geysers Operation Facility
35 Stony Point Road
Approximately 1,465 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Daily cleaning as defined three times per week Monday, Wednesday, and Friday.

AREAS TO BE CLEANED: The office areas, conference room, hallways, lunchroom, restrooms and locker rooms. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 12 & 33
Utilities Field Operations
35 Stony Point Road
Approximately 40,000 square feet

GENERAL DESCRIPTION: This division is responsible for maintaining the Utilities water and wastewater lines.

CLEANING HOURS: This facility operates five days per week eight hours per day. Daily cleaning as defined three times per week Monday, Wednesday and Friday.

AREAS TO BE CLEANED: The office areas, conference rooms, hallways, restrooms and locker rooms, shops and lunchroom. The use of green products and scent free products only. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 13
MSCN Yard Attendant
55 Stony Point Road
Approximately 54 square feet

GENERAL DESCRIPTION: This office is responsible for monitoring visitors to the corporation yard.

CLEANING HOURS: This facility operates seven days per week, primarily occupied in the evenings. Daily cleaning as defined three times per week Monday, Wednesday and Friday.

AREAS TO BE CLEANED: The office area.

BID ITEM NO. 14
Water Station #4
2260 Sonoma Avenue
Approximately 5,254 square feet

GENERAL DESCRIPTION: This facility is responsible for monitoring the water system for the department.

CLEANING HOURS: This facility operates five days per week. Daily cleaning as defined three days per week, Monday, Wednesday and Friday - alternating Thursdays every other week for Friday's closed.

AREAS TO BE CLEANED: The office areas, restroom and locker room, hallway, and lunchroom. Periodic sweeping of the garage area is required.

BID ITEM NO. 15
Sonoma County Water Agency
2150 West College Avenue
Approximately 1500 square feet

GENERAL DESCRPTION: The Sonoma County Water Agency consists of numerous buildings that contain private offices, cubicles, an environmental laboratory, control room, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined five days per week Monday through Friday.

AREAS TO BE CLEANED: O & M building bathrooms and labs, SCADA computer area at Service Center Building. NOTE: Safety equipment will be worn while working in the Environmental Lab.

BID ITEM NO. 16
Sonoma County Water Agency
404 Aviation Blvd
Approximately 58,000 square feet

GENERAL DESCRPTION: The Sonoma County Water Agency consists of one office building that contains private offices, cubicles, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates five days per week. Daily cleaning as defined five days per week Monday through Friday.

AREAS TO BE CLEANED: All areas in the specified buildings will be cleaned.

BID ITEM NO. 17
Sonoma County Water Agency
204 Concourse
Approximately 25,000 square feet

GENERAL DESCRPTION: The Sonoma County Water Agency consists of one office building that contains private offices, cubicles, two environmental laboratories, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates five days per week. Daily cleaning as defined five days per week Monday through Friday.

AREAS TO BE CLEANED: All areas in the specified buildings will be cleaned. NOTE: Safety equipment will be worn while working in the Environmental laboratory.

BID ITEM NO. 18
Sonoma Wastewater Treatment Plant
22675 8TH Street East, Sonoma, CA
Approximately 1,600 square feet

GENERAL DESCRPTION: The Sonoma Wastewater Treatment Plant consists of an administration building that contains private offices, an environmental laboratory, lobby, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined once per week on Friday.

AREAS TO BE CLEANED: All areas in the buildings will be cleaned. **NOTE:** Safety equipment will be worn while working in the Environmental laboratory.

BID ITEM NO. 19
Russion River Treatment Plant
18400 Neely Road, Guerneville, CA
Approximately 4,379 square feet

GENERAL DESCRPTION: The Russian River Treatment Plant consists of a building that contain offices, an environmental laboratory, conference rooms, lunchroom, restrooms and locker rooms.

CLEANING HOURS: This facility is operates on a seven day a week, twenty-four hour a day basis. Daily cleaning as defined monthly.

AREAS TO BE CLEANED: All areas in the specified buildings will be cleaned. **NOTE:** Safety equipment will be worn while working in the Environmental laboratory.

BID ITEM NO. 20
Fisheries
2025 Skylane Blvd
Windsor, CA
Approximately 900 square feet

GENERAL DESCRPTION: The Fisheries consists of a building that contains an environmental laboratory and restroom.

CLEANING HOURS: This facility is operates five days per week Monday through Friday. Cleaning will be done twice per month.

AREAS TO BE CLEANED: All areas in the specified buildings will be cleaned. **NOTE:** Safety equipment will be worn while working in the Environmental laboratory.

BID ITEM NO. 28 & 34
Llano Road Pump Station
4305 Llano Road
Approximately 1,224 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Annual cleaning will be scheduled Monday through Friday by prior arrangement with Geysers staff.

AREAS TO BE CLEANED: Dusting of walls, horizontal surfaces, piping 15' down from standing level; concrete floors, stairwells, around equipment, including degrease oil spots. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 29 & 35
Bear Canyon Pump Station
5565 Pine Flat Road, Healdsburg, CA
Approximately 6,900 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Annual cleaning will be done Monday through Friday by prior arrangement with Geysers staff.

AREAS TO BE CLEANED: Dusting of walls, horizontal surfaces, piping 15' down from standing level; concrete floors, stairwells, around equipment, including degrease oil spots. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 30 & 36
Mayacamas Pump Station
8100 Pine Flat Road, Healdsburg, CA
Approximatley 6,900 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Annual cleaning will be done Monday through Friday by prior arrangement with Geysers staff.

AREAS TO BE CLEANED: Dusting of walls, horizontal surfaces, piping 15' down from standing level; concrete floors, stairwells, around equipment, including degrease oil spots. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 31 & 37
Pine Flat Pump Station
10600 Pine Flat Road, Healdsburg, CA
Approximately 6,000 square feet

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Annual cleaning will be done Monday through Friday by prior arrangement with Geysers staff.

AREAS TO BE CLEANED: Dusting of walls, horizontal surfaces, piping 15' down from standing level; concrete floors, stairwells, around equipment, including degrease oil spots. Cleaning of lunchroom is included in this facility. Pressure washing of this facility will be performed on an annual basis.

BID ITEM NO. 32
Terminal Reservoir Tank located on Privat Road at
North End of Pine Flat Road, Healdsburg, CA
Pressure Washing Only

GENERAL DESCRIPTION: This facility is responsible for maintaining the geysers pipeline.

CLEANING HOURS: This facility operates five days per week eight hours per day. Annual cleaning will be done Monday through Friday by prior arrangement with Geysers staff.

AREAS TO BE CLEANED: Pressure washing of this facility will be performed on an annual basis.

SPECIAL PROVISIONS

General: The work covered under this specification consists of performing all operations in connection with the accomplishment of janitorial services in the buildings. The contractor shall furnish all labor, supplies (except those specified), material, equipment and supervision to perform satisfactorily the services specified herein at the frequencies and during the times shown.

Note: Prevailing Wage is not required.

Equipment & Facilities Inspection: The City of Santa Rosa reserves the right to inspect and evaluate the suitability of all proposed equipment and bidder's facilities to be used in performance of the contract prior to making an award. This inspection process will be a critical part of the bid evaluation.

Qualifications of Employees: The City of Santa Rosa may require dismissal from the work those employees whom he deems incompetent, careless or otherwise objectionable to the public interest. The contractor shall fill out at commencement of the contract a complete list of all employees assigned to perform the contract work. All of the contractor's employees will be required to wear a company uniform, identifying contractor and employee, and shall carry proper visible identification on their person at all times. Contractor shall notify the facility manager at each service location or his/her representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk; his employment on the contract will be denied.

Conduct Of Work: The contractor shall prohibit his employee from disturbing papers on desks, opening desk drawers or cabinets or using telephones, radio equipment, or office equipment provided for official City use. No equipment shall be unplugged without prior City approval.

Methods Of Communications: The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contractor shall have telephone communication capability.

Security: All spaces shall be locked and the lights turned off after cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to a designated contractor employee on a custody receipt and shall be returned to the City on demand. Any loss of keys must be reported to the City's Utilities Department Contract Administrator immediately. Keys are to be made only by the City. The charge to the Contractor for replacing lost keys will be the actual cost of the key replacement plus an administrative fee of 5% for staff time spent in replacing lost keys. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be totally responsible for all costs incurred by the City in re-keying the lock system, plus an administrative fee of an addition 5% of the total cost for re-keying any facility. Contractor is advised that this process could be quite costly. Electronic security system (where installed) shall be properly disarmed and armed each time

after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows.

Alarm System: Where applicable, the contractor shall be charged the actual cost for staff time, including police time, in responding to alarms set off by the Contractor, while in the process of entering or leaving the facility.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods, which will maximize energy conservation. This shall include the turning on of light fixtures only in the areas where work is in progress.

Cleaning Quality Requirements: Services performed under this contract shall be subjected to inspection and approval by the City's Utilities Department Contract Administrator, Supervisor or his/her representative at each service location. First quality cleaning will be required. Careless performance of the contract work will not be tolerated. Unsatisfactory work will be called to the attention of the contractor and he will be required to correct the work deficiencies within four (4) hours, and improve the overall work results to the satisfaction of the facility manager or his/her representative. Contractor shall respond to the work site within one (1) hour should unsatisfactory work cause an emergency condition as determined by the City.

Failure by the contractor to comply with such requests will result in either the corrective work being performed by other means and the cost charged to the contractor, or in termination of the contract. Notification of unsatisfactory work shall be deemed given as soon as the City leaves a telephone or fax message notifying contractor of deficient performance. Contractor shall provide telephone and fax numbers for this purpose, and shall provide a telephone number for emergency calls, and respond within 15 minutes with a phone call back.

Workmanship, Materials & Equipment: Unless otherwise provided in the contract requirements and specifications, the contractor shall furnish all labor, materials and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose. Each item or article shall be subject to inspection and/or test and approved by the facility manager at each service location or his/her representative when so required. All workmanship shall be subject to the inspection and approval of the facility manager at each service location or his/her representative. All necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial-type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the facility manager at each service location or his/her representative. Equipment deemed by the facility manager at each service location or his/her representative to be of improper type of design or inadequate for the purpose intended shall be replaced.

All products used by the contractor shall meet all EPA and Cal OSHA standards and be U.S. Green Building Council approved. The City will not be held liable for contractor's failure to

comply this requirement. All supplies used must be approved by the Contracting Officer Representative. All products/chemicals will have proper identifying labels affixed to them as well as secondary containers (i.e. spray bottles). Any chemical used in the performance of the contract work shall have the appropriate Material Safety Data Sheet (MSDS) in a labeled safety binder in each area/closet in which they are stored. Copies of all MSDSs for each building will be supplied to the Utilities Store Specialist at the start of the contract. Failure to comply will result in immediate removal of said product(s)/Chemical(s) by the contractor.

Changes: The City may at any time, by giving fifteen days written notice delete or add to the work as set forth in the specifications. If such changes cause an increase or decrease in the amount due under the contract, an equitable adjustment shall be made and the contract amended in writing accordingly.

Supervision: The contractor shall arrange for daily on site supervision of the employees performing the contract work. The contractor or his supervisors shall be available at all times, when the contract work is in progress and during the day when the buildings are occupied by the City to receive instructions from the Contracting Officer Representative or his/her representative. The contractor's supervisor shall be fully and adequately trained and have experience in cleaning supervision, sufficient in scope to meet the approval of the Contracting Officer Representative or his/her representative. Contractor's supervisor will be required to perform daily inspections of all buildings serviced under the contract. The contractor's supervisory personnel shall be able to communicate clearly in the English language and with non-English speaking personnel who may be employed by the contractor to perform the services described in the contract. Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the contractor assigned to clean work area.

Inspection of Premises: The contractor shall inform each employee that the employee shall be required to sign a "Verification of Services Performed Log" each day after his work is complete and record the time they started and finished their work for the day. This log will be located at each service location specified herein. This log shall also be signed by the supervisor at that location. The supervisor shall inspect and rate the level of service performed that day. The log shall be posted at all times. There shall be no exception to this requirement.

The contractor shall accompany the City's representative on scheduled and non-scheduled inspection tours of the buildings and/or sites when requested by the Contracting Officer Representative or his/her representative at each service location. Inspections will be scheduled for 7:30 A.M. each Tuesday until further notice.

Protection & Damage: The contractor shall be responsible for the protection of all existing vegetation, equipment and facilities and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees, within a 24 hour period. If he fails or refuses to make such repairs or restorations, the City may have the work accomplished under separate contract and deduct the cost from this contract price.

The contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. He shall observe all pertinent safety practices and comply with any applicable safety regulations. In addition to

City furnished supplies, all products used by the contractor in performance of the contract shall meet the appropriate EPA and Cal OSHA Standards. The City will not be held liable should contractor fail to comply with said standards. All supplies used must be approved by the City's Store Specialist. All products/chemical containers (i.e. spray bottles) will be properly labeled. Material Safety Data Sheets (MSDS) must be kept in a labeled safety binder in the area where said chemical are stored. Copies of all MSDSs for each building will be supplied to the facility manager at the start of the contract. Failure to comply with this requirement will result in immediate removal of said product/chemical by contractor.

Storage Space: The City will assign a limited amount of space available in the buildings for the storage of the contractor's supplies and equipment. Contractor shall keep this space in a neat and orderly condition. The City will not be responsible in any way for damage or loss of the contractor's stored supplies or equipment or the contractor's employees' personal belongings brought into the building.

Weekend & Holiday Work: All work necessary to be performed on Saturdays, Sundays, or legal holidays, except for that as may be required in the specifications, shall be performed without additional expense to the City, and shall be authorized by the facility manager at each location or his/her representative.

Evening Activities: On occasion, the Utilities Department conducts meetings or activities in the evening. It will be the responsibility of the contractor to check the Conference Room book each week for meetings scheduled in the evening. In the event that a meeting is scheduled for the evening, the contractor will be required to clean the rooms used after the meeting has concluded.

City Furnished Supplies: The City will maintain a supply of paper towels, liquid soap, toilet tissue, toilet seat covers, and 55 gallon size plastic trash liners. Plastic trash liner for waste paper baskets, smaller trash containers and sanitary liners shall be the responsibility of the contractor. The contractor will be responsible for replenishing all City supplied products from City warehouse inventory supplies.

Cleaning Schedules: The successful contractor will be required to furnish to the Contracting Officer Representative or his/her representative, a monthly work schedule of all the tasks scheduled for the month no later than the 15th day of the prior month.

Invoices: Invoices shall be submitted monthly for all work completed during the previous month. Invoices shall be formatted and described exactly as the bid items listed on this Invitation for Bids, including item numbers. Invoices will include only those sites visited for the previous month.

Cleaning Hours: The City will require some areas to be cleaned during normal business hours. For those areas to be cleaned during normal business hours, contractor will work with each division to ensure that the cleaning will not disrupt their work.

Areas to be cleaned during normal business hours of 9:00a.m to 3:00p.m. include:

- Brown Farm
- Station 4

The rest of the Utilities Facilities shall be cleaned in the evening hours with work beginning no later than 4:00 PM and be completed not later than 8:00 am the following day in the following areas:

- Maintenance Building: Rest Room and Locker Room
- Maintenance Building: Electrical Office
- Maintenance Building: Instrumentation Office
- Maintenance Building: Millwright Office
- Maintenance Building: Skilled Maintenance Office
- Compost Facility
- UV Fountain
- Digester Restroom
- Waste Hauler Station

NOTE: Some of the monthly and quarterly cleaning tasks may be performed during normal business hours.

Recyclable Materials: The contractor will be required to deposit all recyclable paper, cans and all other recyclables in the appropriate containers for that facility. The recycled material containers shall be emptied when full into the appropriate bin. Contractor is not to remove recyclable materials that employees may have on their work spaces.

Penalties: Contractor shall incur a flat rate penalty fee of \$300 per occurrence to be deducted from subsequent contract monthly billing for any of the following:

1. Failure to submit the monthly work schedules to the City's Contracting Officer Representative by the 15th of each month.
2. Failure to perform the daily tasks as described.
3. Failure to correct deficiencies in performance.

***REQUIRED
DATA
FORMS***

List of Forms:

Designated Contact

Attachment 'A' Cost Proposal

Attachment 'B' Contractor's Worksheet

Attachment 'C' References

Attachment 'D' Sample Contract

Attachment 'E' Floor Plans

REQUIRED DATA

DESIGNATED CONTACT

Bidder is required to indicate in the space provided below, the designated contact individuals name and address as requested under Vendor Inquiries in the General Provisions Section of the Request For Proposals.

CITY OF SANTA ROSA:

CONTRACTOR:

JENNIFER MYLES
CITY SENIOR BUYER
635 FIRST STREET
SANTA ROSA, CA 95404
(707) 543-3709
Fax (707) 543-3703
jmyles@srcity.org

CONTRACTING OFFICER
REPRESENTATIVE (COR):

STAFF SUPERVISOR:

JAMA GIAMMONA
STORES SPECIALIST
LTP AT: 4300 LLANO RD.
SANTA ROSA, CA 95407
(707) 543-3411
Fax (707) 543-3416
jgiammona@srcity.org

ATTACHMENT "A"
COST PROPOSAL

In addition to providing itemized pricing in the schedule below, bidders must complete a Contractor's Service Worksheet (Attachment B) for each bid item.

SECTION I
Janitorial Services

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
1.	12	Mo	Laguna Wastewater Treatment Plant, Administration, 3 Days Per Week	\$ _____	\$ _____
2.	12	Mo	Laguna Wastewater Treatment Plant, Annex, 3 Days Per Week	\$ _____	\$ _____
3.	12	Mo	Laguna Wastewater Treatment Plant, Chemical Building, 3 Days Per Week	\$ _____	\$ _____
4.	12	Mo	Laguna Wastewater Treatment Plant, Belt Press, 3 Days Per Week	\$ _____	\$ _____
5.	12	Mo	Laguna Wastewater Treatment Plant, Maintenance Building, 3 Days Per Week	\$ _____	\$ _____
6.	12	Mo	Laguna Wastewater Treatment Plant, Warehouse, 3 Days Per Week	\$ _____	\$ _____
7.	12	Mo	Laguna Wastewater Treatment Plant, Wastehauler and Digester Bathroom, 3 Days Per Week	\$ _____	\$ _____
8.	12	Mo	Laguna Wastewater Treatment Plant, UV Fountain, 1 Day Per Week	\$ _____	\$ _____
9.	12	Mo	Compost Facility, 3 Days Per Week	\$ _____	\$ _____
10.	12	Mo	Brown Farm, Trailer and Restrooms, 2 Days Per Week	\$ _____	\$ _____
11.	12	Mo	Geyers Operations, 3 Days Per Week	\$ _____	\$ _____
12.	12	Mo	Utilities Field Operation Facility, 3 Days Per Week	\$ _____	\$ _____
13.	12	Mo	MSCN Yard Attendant Office, 3 Days Per Week	\$ _____	\$ _____
14.	12	Mo	Water Station 4, 3 Days Per Week	\$ _____	\$ _____
15.	12	Mo	Sonoma County Water Agency West College, 5 Days Per Week	\$ _____	\$ _____
16.	12	Mo	Sonoma County Water Agency 404, 5 Days Per Week	\$ _____	\$ _____
17.	12	Mo	Sonoma County Water Agency 204, 5 Days Per Week	\$ _____	\$ _____

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
18.	12	Mo	Sonoma Wastewater Treatment Plant, 1 Day Per Week	\$	\$
19.	12	Ea	Russian River Treatment Plant, 1 Day Per Month	\$	\$
20.	12	Mo	Sonoma County Fisheries Environmental Lab, 2 Times Per Month	\$	\$
Total Amount					\$
Total Amount x2 (2 Year Total)					\$

SECTION II
ANNUAL PRESSURE WASHING OF BUILDINGS
See Page 8 of 56

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
21.	1	Ea	Laguna Wastewater Treatment Plant, Administration	\$	\$
22.	1	Ea	Laguna Wastewater Treatment Plant, Annex	\$	\$
23.	1	Ea	Laguna Wastewater Treatment Plant, Chemical Building	\$	\$
24.	1	Ea	Laguna Wastewater Treatment Plant, Maintenance Building	\$	\$
25.	1	Ea	Laguna Wastewater Treatment Plant, Warehouse	\$	\$
26.	1	Ea	Compost Facility	\$	\$
27.	1	Ea	Geysers Operations	\$	\$
28.	1	Ea	Llano Road Pump Station	\$	\$
29.	1	Ea	Bear Canyon Pump Station	\$	\$
30.	1	Ea	Mayacamas Pump Station	\$	\$
31.	1	Ea	Pine Flat Pump Station	\$	\$
32.	1	Ea	Terminal Reservoir	\$	\$
33.	1	Ea	Utilities Field Operations	\$	\$
Total					\$
Total Amount x2 (2 Year Total)					\$

Section III
Annual Cleaning of Pump Stations
See Pages 19-20

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
34.	1	Ea	Llano Road Pump Station	\$ _____	\$ _____
35.	1	Ea	Bear Canyon Pump Station	\$ _____	\$ _____
36.	1	Ea	Mayacamas Pump Station	\$ _____	\$ _____
37.	1	Ea	Pine Flat Pump Station	\$ _____	\$ _____
Total					\$ _____
Total Amount x2 (2 Year Total)					\$ _____

Section IV
Miscellaneous Services as needed

NOTE: This section will not be included as part of determination for award.

Bid Item	Qty	Unit	Description	Unit Cost	Total Amount
38.		Hr	Misc. Cleaning – Hourly Rate applied for various miscellaneous cleaning outside of defined scope of work listed herein.	Hourly Rate \$ _____ Overtime Rate \$ _____ Holiday Rate \$ _____	

ATTACHMENT "B"
COST WORKSHEETS

CONTRACTOR'S WORKSHEET – BID ITEMS 1 – 8 LAGUNA WASTEWATER TREATMENT PLANT

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 32 hours per day, 3 days per week, for 52 weeks per year (4,992 hours per year); plus quarterly and annual work for a total of 200 hours per year. Total hours of service is 5,192 hours per year. Contractor shall provide the listed hours of service as the minimum service level.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET - ITEM 9 - COMPOST

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____

2. Number of hours assigned to each custodian: _____

3. Names: _____

4. Contract Supervisor: _____

Phone: _____

5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
-----------------	-------------	--------------	-------------	--------------------

1. _____

2. _____

3. _____

4. _____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 5 hours per day, 3 days per week, for 52 weeks per year (780 hours per year); plus quarterly and annual work for a total of 40 hours per year. Total hours of service is 820 hours per year. Contractor shall provide the listed hours of service as the minimum service level.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 10 -- BROWN FARM

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____

2. Number of hours assigned to each custodian: _____

3. Names: _____

4. Contract Supervisor: _____ Phone: _____

5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
-----------------	-------------	--------------	-------------	--------------------

1. _____

2. _____

3. _____

4. _____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 3 hours per day, 2 days per week, for 52 weeks per year (312 hours); plus bi-annual work for a total of 16 hours per year. Total hours of service is 328 hours per year. Contractor shall provide the listed hours of service as the minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 11 – GEYSERS OPERATIONS

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____

2. Number of hours assigned to each custodian: _____

3. Names: _____

4. Contract Supervisor: _____ Phone: _____

5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
-----------------	-------------	--------------	-------------	--------------------

1. _____

2. _____

3. _____

4. _____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 6 hours per day, 3 days per week, for 52 weeks per year (936 hours); plus quarterly and annual work for a total of 32 hours per year. Total hours of service is 968 hours per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 12 Utilities Field Operations

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 16 hours per day, 3 days per week, for 52 weeks per year (2,496 hours) Plus quarterly and annual work for a total of 184 hours per year. Total hours of service is 2,680 hours per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 13 --MSCN Yard Attendant

A. PERSONNEL RESOURCES: Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. EQUIPMENT: Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. WORK METHODS: Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. ESTIMATED HOURS: .5 hour per day, 3 days per week, for 52 weeks per year (78 hours). Contractor shall provide the listed hours of service as a minimum.

E. TOTAL COST: Contractor shall state total proposed cost per year for this section of the contract \$_____

CONTRACTOR'S WORKSHEET -- ITEM 14 -- STATION 4

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 5 hours per day, 3 days per week, for 52 weeks per year (780 hours); Plus quarterly work for a total of 24 hours per year. Total hours of service is 804 hours per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 15 SONOMA COUNTY WATER AGENCY

A. PERSONNEL RESOURCES: Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. EQUIPMENT: Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. WORK METHODS: Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. ESTIMATED HOURS: 8 hours per day, 5 days per week, for 52 weeks per year (2,080 hours); plus quarterly work for a total of 32 hours per year. Total hours of service is 2,112 hours per year. Contractor shall provide the listed hours of service as a minimum.

E. TOTAL COST: Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET - ITEM 16 SONOMA WATER AGENCY 404

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 24 hours per day, 5 days per week, for 52 weeks per year (6,240 hours); plus quarterly work for a total of 160 hours per year. Total hours of service is 6,400 per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET - ITEM 17 SONOMA WATER AGENCY 204

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 20 hours per day, 5 days per week, for 52 weeks per year (5,200 hours); plus quarterly work for a total of 160 hours per year. Total hours of service is 5,360 per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 18 SONOMA WASTEWATER TREATMENT PLANT

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 8 hours per day, 4 days per month, for 12 months per year (384 hours); Plus quarterly work for a total of 32 hours per year. Total hours of service is 416 hours per year. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$_____

CONTRACTOR'S WORKSHEET - ITEM 19 RUSSIAN RIVER TREATMENT PLANT

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 16 hours per month for 12 months per year (192 hours); plus quarterly work for a total of 24 hours per year. Total hours of service is 216 hours. Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$_____

CONTRACTOR'S WORKSHEET -- ITEM 20 SONOMA COUNTY FISHERIES

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

4. Contract Supervisor: _____ Phone: _____

5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 4 hours per day, 2 times per month for 12 month per year (96 hours). Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 34 LLANO ROAD PUMP STATION

A. PERSONNEL RESOURCES: Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. EQUIPMENT: Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. WORK METHODS: Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. ESTIMATED HOURS: 16 hours per visit, 4 times per year (64 hours). Contractor shall provide the listed hours of service as a minimum.

E. TOTAL COST: Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 35 BEAR CANYON PUMP STATION

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 16 hours per visit, 4 times per year (64 hours). Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 36 MAYACAMAS PUMP STATION

A. PERSONNEL RESOURCES: Contractors shall list their proposed work force to be assigned to this section of the contract.

1. Number of Custodians: _____
2. Number of hours assigned to each custodian: _____
3. Names: _____

4. Contract Supervisor: _____ Phone: _____
5. Experience: _____

B. EQUIPMENT: Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. WORK METHODS: Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. ESTIMATED HOURS: 16 hours per visit, 4 times per year (64 hours). Contractor shall provide the listed hours of service as a minimum.

E. TOTAL COST: Contractor shall state total proposed cost per year for this section of the contract \$ _____

CONTRACTOR'S WORKSHEET -- ITEM 37 PINE FLAT PUMP STATION

A. **PERSONNEL RESOURCES:** Contractors shall list their proposed work force to be assigned to this section of the contract.

- 1. Number of Custodians: _____
- 2. Number of hours assigned to each custodian: _____
- 3. Names: _____

- 4. Contract Supervisor: _____ Phone: _____
- 5. Experience: _____

B. **EQUIPMENT:** Contractors shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

<u>QUANTITY</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. **WORK METHODS:** Contractors shall outline their methods for execution of the contract including organization of their work force, number of janitors assigned and methods of supervision of the work.

D. **ESTIMATED HOURS:** 16 hours per visit, 4 times per year (64 hours). Contractor shall provide the listed hours of service as a minimum.

E. **TOTAL COST:** Contractor shall state total proposed cost per year for this section of the contract \$ _____

ATTACHMENT "C"
REFERENCES

Indicate below, or on a separate sheet, at least five (5) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

1. Account Name: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Number of years servicing this account: _____

2. Account Name: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Number of years servicing this account: _____

3. Account Name: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Number of years servicing this account: _____

4. Account Name: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Number of years servicing this account: _____

5. Account Name: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Number of years servicing this account: _____

ATTACHMENT "D"

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH [NAME OF CONTRACTOR]
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2012 [leave date blank until all parties have signed or until Council approves], by and between the City of Santa Rosa, a municipal corporation ("City"), and [add Contractor's full name, for example, "XYZ Sales Corporation" or "ABC Contracting, LLC" or "ABC Enterprises, LP", or "John Smith, dba Smith Contracting"] a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation," or a "Delaware Limited Liability Company," or a "Nevada Limited Partnership," or a "sole proprietor"], ("Contractor").

RECITALS

A. City desires to contract for janitorial services according to the specifications, terms and conditions of Invitation for Bid (IFB) 12-47.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided for the period of February 1, 2013 through January 31, 2015. Contractor shall devote such time and effort to the performance of

services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$_____. The Chief Financial Officer is authorized to pay all proper claims from Charge Number _____.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates as set forth in Exhibit B.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's

Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for two years, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, renew the agreement for one 3-year extensions, one 2-year extension with one year extension remaining, or any combination of extensions not exceeding a total of three years.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have

the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. 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 or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS

Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at

www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed

by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

<u>City</u>	<u>Contractor</u>
Jim Wright Purchasing Agent 631 First Street, 2 nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 Fax: (707) 543-3723	_____ _____ _____ _____ _____

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Office of the City Attorney

ATTEST:

City Clerk

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services IFB 12-47
- Exhibit B - Contractors Proposal

ATTACHMENT "D"

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH [NAME OF CONTRACTOR]
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2012 [leave date blank until all parties have signed or until Council approves], by and between the City of Santa Rosa, a municipal corporation ("City"), and [add Contractor's full name, for example, "XYZ Sales Corporation" or "ABC Contracting, LLC" or "ABC Enterprises, LP", or "John Smith, dba Smith Contracting"] a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation," or a "Delaware Limited Liability Company," or a "Nevada Limited Partnership," or a "sole proprietor"], ("Contractor").

RECITALS

A. City desires to contract for janitorial services according to the specifications, terms and conditions of Invitation for Bid (IFB) 12-47.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided for the period of February 1, 2013 through January 31, 2015. Contractor shall devote such time and effort to the performance of

services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$_____. The Chief Financial Officer is authorized to pay all proper claims from Charge Number _____.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates as set forth in Exhibit B.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's

Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for two years, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, renew the agreement for one 3-year extensions, one 2-year extension with one year extension remaining, or any combination of extensions not exceeding a total of three years.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have

the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. 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 or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS

Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at

www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed

by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

<u>City</u>	<u>Contractor</u>
Jim Wright Purchasing Agent 631 First Street, 2 nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 Fax: (707) 543-3723	_____ _____ _____ _____ _____

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Office of the City Attorney

ATTEST:

City Clerk

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services IFB 12-47
Exhibit B - Contractors Proposal

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
4. Pollution Liability	N/A	If the work involves lead-based paint or asbestos identification/remediation, the policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the policy must not contain mold exclusion and the definition of "Pollution" in the policy must include microbial matter, including mold.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions, and that if canceled for non-payment, then ten (10) days notice shall be given.
2. Liability policies shall provide or be endorsed to provide the following:

- a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

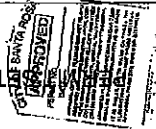
City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



TACD ARCHITECTURE
111 North Shore Avenue, Suite 200
Riverside, CA 92506
951.525.0800
RFR 1912521816



WEST COLLEGE
EXHIBITS FACILITY
PHASE 3
350 Camp Street Road
Santa Ana, CA 92707



City of Santa Ana
191 Camp Street
Santa Ana, CA 92707

City of Santa Ana
191 Camp Street
Santa Ana, CA 92707

NO.	DATE	DESCRIPTION
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A2.7
BUILDING FINISH
FURNITURE FINISH
FLOOR PLAN
City of Santa Ana
UP 12-1523

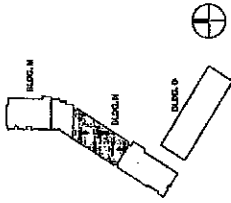
FLOOR FINISH LEGEND

- 001 CARPET
- 002 VINYL PLANK
- 003 TILE
- 004 CONCRETE

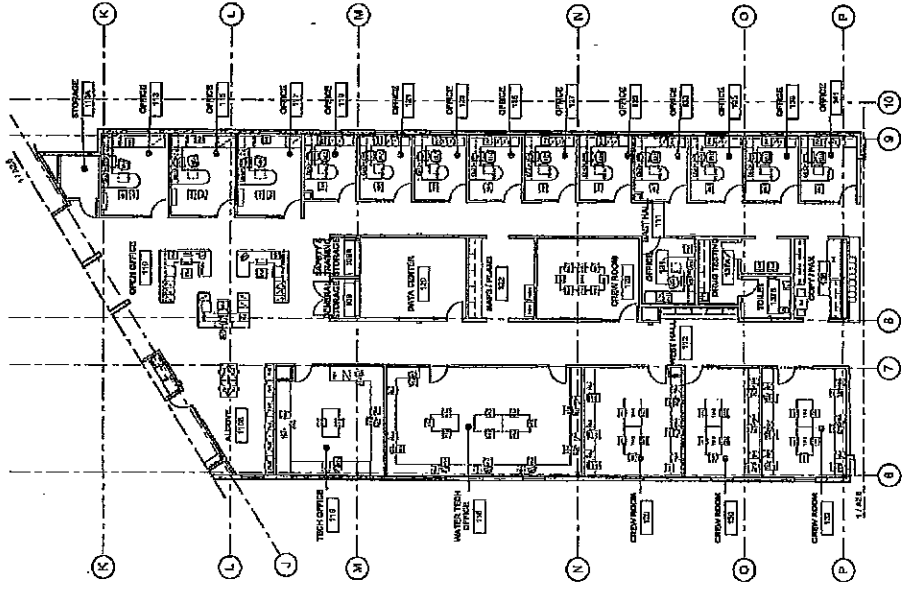
NO.	DESCRIPTION	TYPE	TYPE 1	TYPE 2
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002	VINYL PLANK	002	002	002
003	TILE	003	003	003
004	CONCRETE	004	004	004
005	PAINT	005	005	005
006	PLASTER	006	006	006
007	STUCCO	007	007	007
008	CEILING	008	008	008
009	WALL	009	009	009
010	FLOOR	010	010	010
011	ROOF	011	011	011
012	MECHANICAL	012	012	012
013	ELECTRICAL	013	013	013
014	PLUMBING	014	014	014
015	MECHANICAL	015	015	015
016	ELECTRICAL	016	016	016
017	PLUMBING	017	017	017
018	MECHANICAL	018	018	018
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025	ELECTRICAL	025	025	025
026	PLUMBING	026	026	026
027	MECHANICAL	027	027	027
028	ELECTRICAL	028	028	028
029	PLUMBING	029	029	029
030	MECHANICAL	030	030	030
031	ELECTRICAL	031	031	031
032	PLUMBING	032	032	032
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035	PLUMBING	035	035	035
036	MECHANICAL	036	036	036
037	ELECTRICAL	037	037	037
038	PLUMBING	038	038	038
039	MECHANICAL	039	039	039
040	ELECTRICAL	040	040	040
041	PLUMBING	041	041	041
042	MECHANICAL	042	042	042
043	ELECTRICAL	043	043	043
044	PLUMBING	044	044	044
045	MECHANICAL	045	045	045
046	ELECTRICAL	046	046	046
047	PLUMBING	047	047	047
048	MECHANICAL	048	048	048
049	ELECTRICAL	049	049	049
050	PLUMBING	050	050	050

GENERAL NOTES

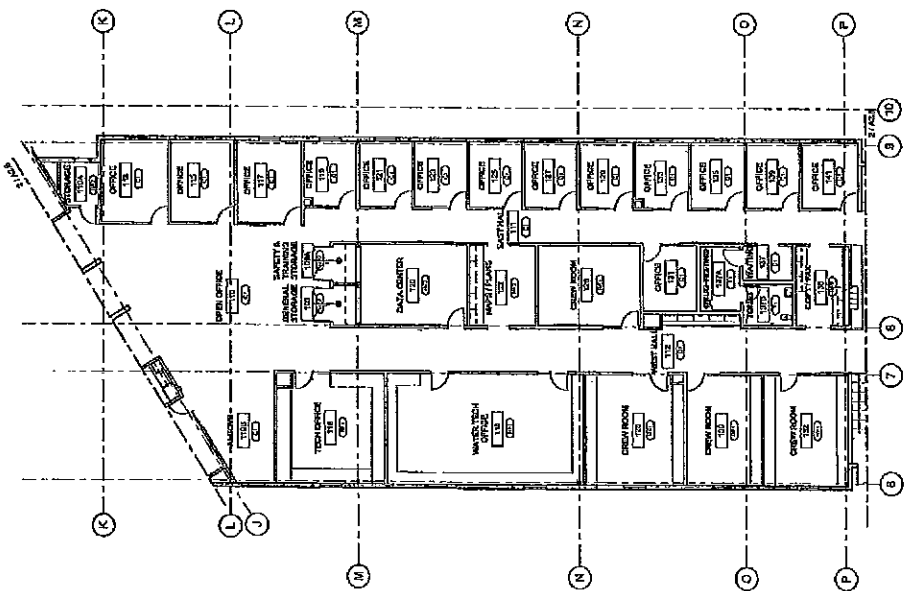
1. REFER TO ALL APPLICABLE SPECIFICATIONS AND CONTRACT DOCUMENTS.
2. VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE CONSTRUCTION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.



KEY PLAN
1/15/17



1 BUILDING MAIN FURNITURE FLOOR PLAN - OFFICE
1/15/17



2 BUILDING MAIN FINISH FLOOR PLAN - OFFICE
1/15/17



TLOD ARCHITECTURE
111 Main Street, Suite 300
Santa Ana, CA 92704
714.243.5500
info@tloed.com



PERMIT SET RESUBMITTAL 3

West College
Utilities Facility
Phase 3
25000 Main Road
Santa Ana, CA

City of Santa Ana
City Engineer
City of Santa Ana, CA 92701

A2.6
BUILDING MIN FINISH FLOOR PLAN
City of Santa Ana, CA 92701
10/1/2024

FLOOR FINISH LEGEND

- 001 CONCRETE
- 002 REINFORCED CONCRETE
- 003 TILE
- 004 CARPET

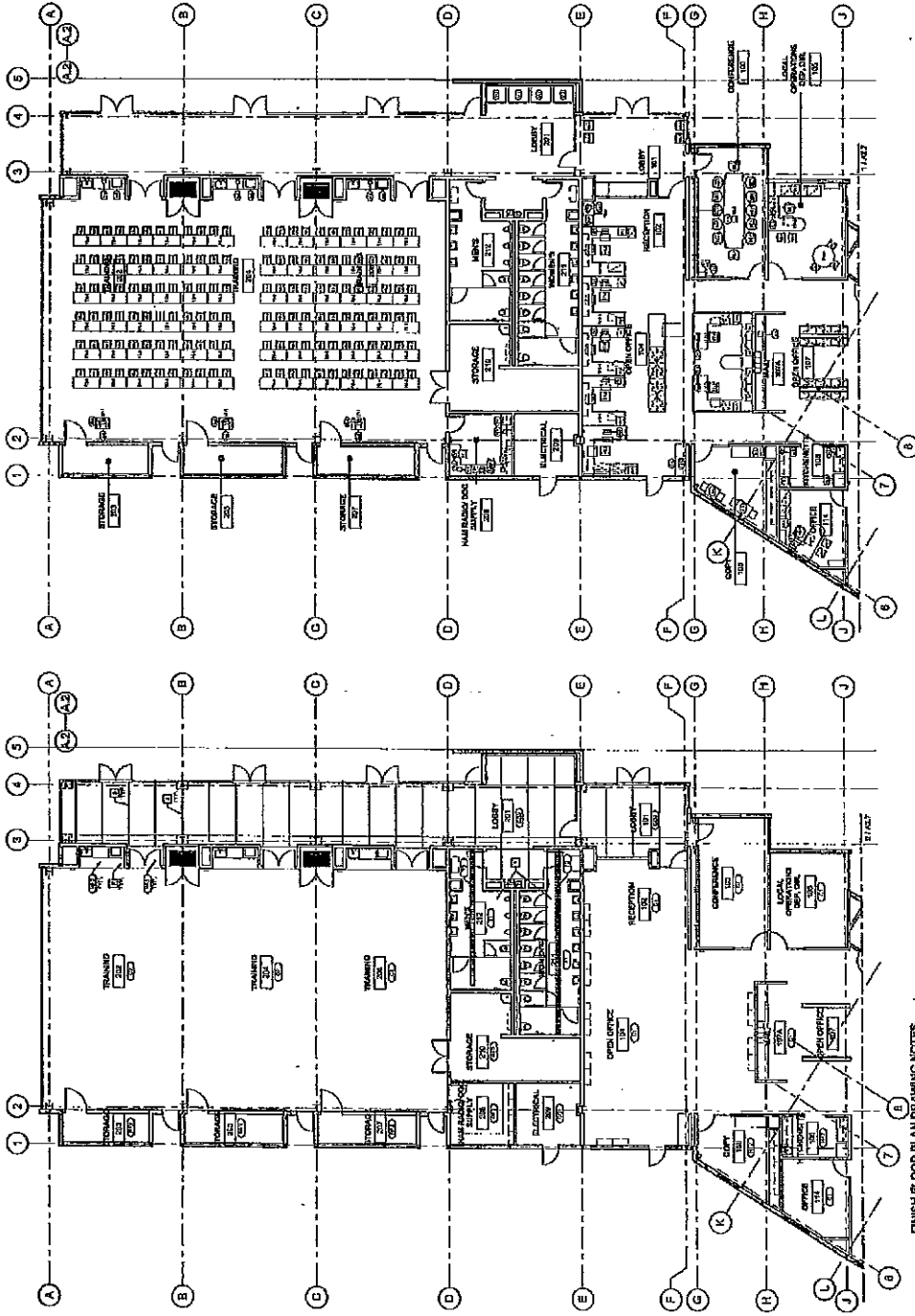
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003	TILE	003	003
004	CARPET	004	004
005	WOOD FLOORING	005	005
006	PAINTED CONCRETE	006	006
007	PAINTED WALL	007	007
008	PAINTED CEILING	008	008
009	PAINTED METAL	009	009
010	PAINTED STEEL	010	010
011	PAINTED ALUMINUM	011	011
012	PAINTED COPPER	012	012
013	PAINTED BRASS	013	013
014	PAINTED STAINLESS STEEL	014	014
015	PAINTED GLASS	015	015
016	PAINTED WOOD	016	016
017	PAINTED PLASTER	017	017
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019	PAINTED MASONRY	019	019
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038	PAINTED CONCRETE BLOCK	038	038
039	PAINTED CONCRETE BLOCK	039	039
040	PAINTED CONCRETE BLOCK	040	040

GENERAL NOTES

1. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.
2. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.
3. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.

NOT TO SCALE
DATE: 10/1/2024
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CHECKED BY: [Name]
APPROVED BY: [Name]

KEY PLAN
1:1000



1 BUILDING MIN FINISH FLOOR PLAN - NORTH
10/1/24

2 BUILDING MIN FINISH FLOOR PLAN - NORTH
10/1/24

- FINISH FLOOR PLAN DRAWING NOTES
- 1. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.
 - 2. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.
 - 3. REFER TO ALL DIMENSIONS AND ACCESSORIES IN ALL VIEWS.



TLCD ARCHITECTURE
 111 North First Street, Suite 200
 Santa Ana, CA 92701
 TEL: 949.259.5200
 FAX: 949.259.5611



RESUBMITTAL 3



**West College
 Utilities Facility
 Phase 3**

25 Spring Hill Road
 Santa Ana, CA

City of Santa Ana
 100 N. Main Street
 Santa Ana, CA 92701

DATE	10/20/2017
PROJECT NO.	17-0001
PROJECT NAME	West College Utilities Facility Phase 3
CLIENT	City of Santa Ana
ARCHITECT	TLCD Architecture
SCALE	AS SHOWN
DRAWN BY	JL
CHECKED BY	JL
DATE PLOTTED	10/20/2017
PLANNER	JL
SCALE	AS SHOWN
DATE PLOTTED	10/20/2017
PLANNER	JL

**BUILDING MIN
 FURNITURE FINISH
 FLOOR PLAN
 A28**
 City of Santa Ana
 100 N. Main Street
 Santa Ana, CA 92701
 10/20/2017

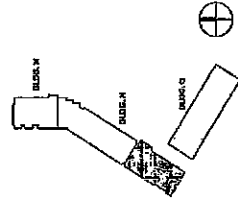
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FLOOR FINISH LEGEND

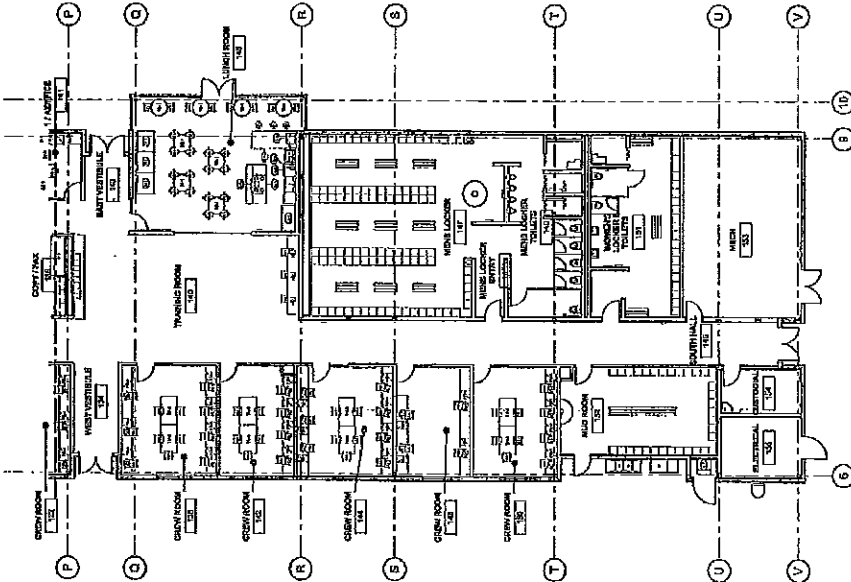
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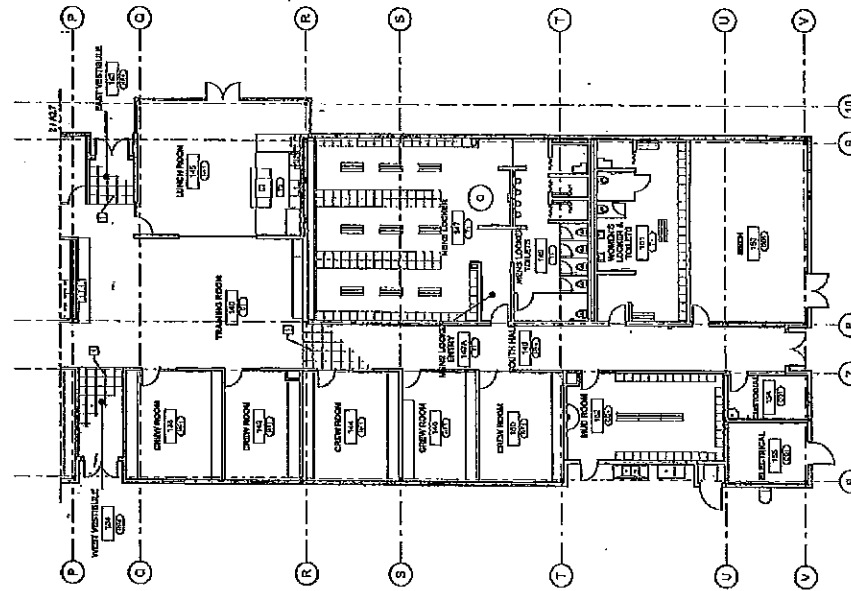
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KEY PLAN

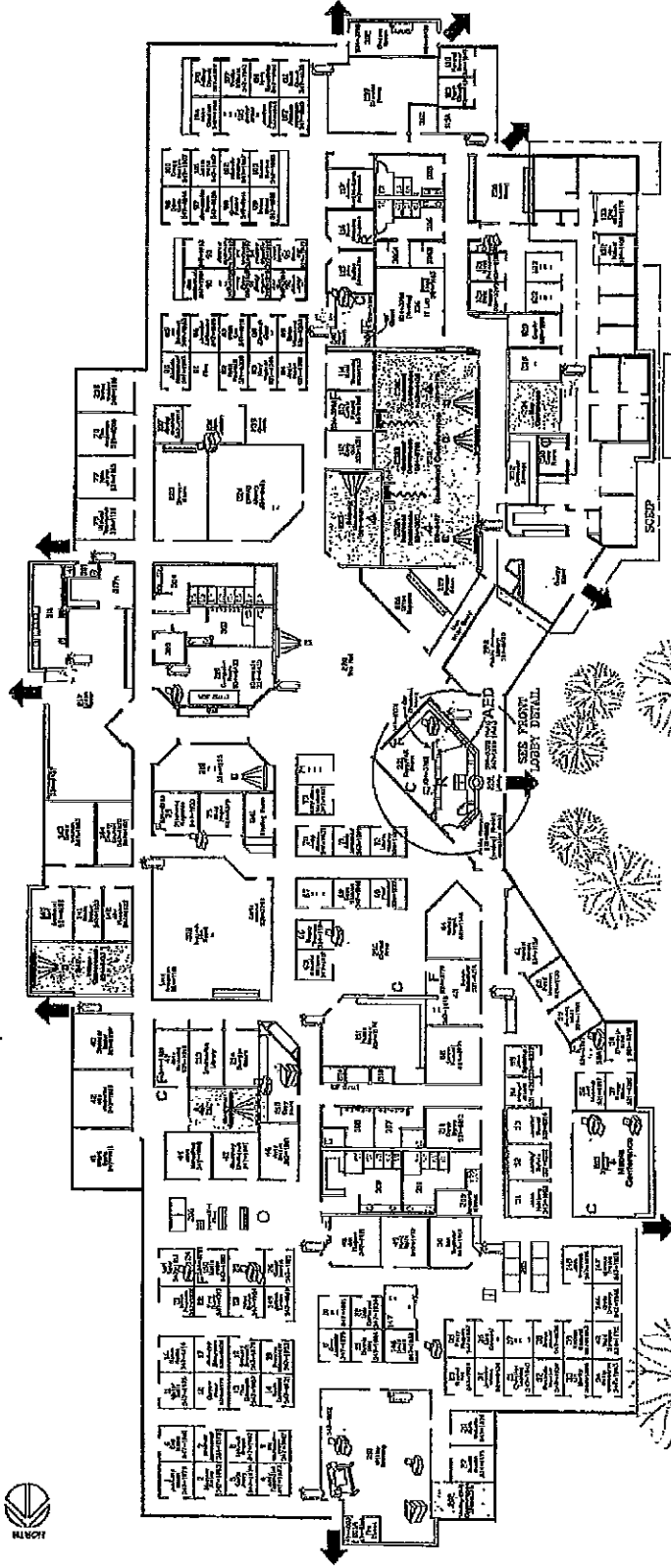


1 BUILDING MIN FURNITURE FLOOR PLAN - SOUTH

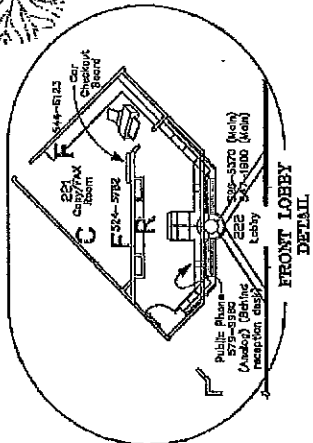


2 BUILDING MIN FINISH FLOOR PLAN - SOUTH

404 Aviation Boulevard



- LEGEND**
- ELEVATOR
 - RESTROOM
 - AED
 - DOOR
 - WINDOW
 - FURNITURE
 - OTHER



SONOMA COUNTY WATER AGENCY
 404 AVIATION BLVD
 10/22/98

- FIRE AND SAFETY**
- ⚡ AUTOMATED DEFIBRILLATOR
 - 🚒 AREA WAREHOUSE
 - 🔥 FIRE DISPENSER
 - 🚒 FIRST AID
 - ➔ EXIT

- LEGEND**
- A AMMAG
 - B BARRIERS
 - C CANTILEVER PICKING
 - D DIAL
 - E ELEVATOR
 - F FAX LINE
 - G GROUND
 - H HALL
 - I IDENTIFICATION
 - J JURY ROOM
 - K KITCHEN
 - L LIFT
 - M MAIL ROOM
 - N NETWORK
 - O OFFICE
 - P PHOTO COPY
 - Q QUIET ZONE
 - R RECEPTION
 - S SECURITY
 - T TELEPHONE
 - U UNDERGROUND
 - V VESTIBULE
 - W WALL PHONE
 - X X-RAY
 - Y YARD
 - Z ZONE
 - AA AGENCY EMERGENCY OPERATION CENTER

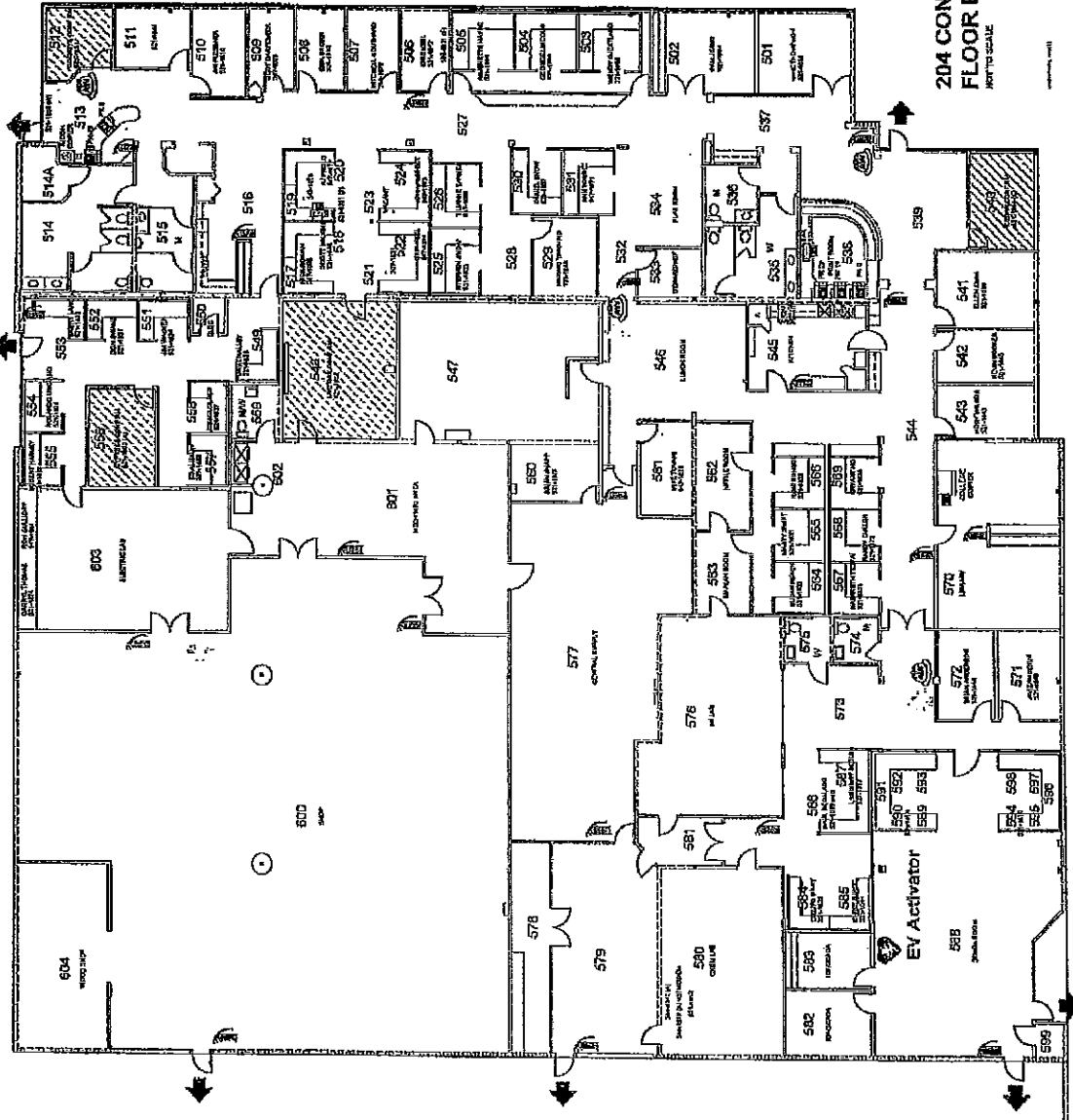
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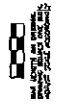
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**204 CONCOURSE BLVD
FLOOR PLAN**
NOT TO SCALE



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City of
Santa Rosa

December 19, 2012

ALL PROSPECTIVE BIDDERS

ADDENDUM 1 – IFB 12-47 UTILITIES JANITORIAL SERVICES

Notice is hereby given that certain sections contained in the above referenced Invitation For Bids are being amended, clarified and/or deleted and are identified as Addendum No. 1 and attached hereto.

THEREFORE: All bidders are required to note this Addendum No. 1, are required to sign this Addendum and shall submit this Addendum with the sealed bid.

Should you have any questions, please feel free to call me at 707-543-3709.

Jennifer Myles

Jennifer Myles
Senior Buyer

Attachment

CONTINUATION SHEET	BID NO. 12-47	PAGE NO. AD1-1
--------------------	------------------	-------------------

ADDENDUM NO. 1

The following is a list of clarifications provided in response to Request for Information submitted:

Attachment B:

Original Worksheets that referred to Bid Items 28-31 have been changed to Bid Items 34-37 for annual cleaning services. There are no worksheets required for pressure washing services.

"The undersigned offers and agrees, if this addendum is accepted, to pay for any or all of the items upon which prices are offered at the price set opposite each item."

NO. 1

DATED: December 19, 2012

COMPANY NAME:	_____
COMPANY ADDRESS:	_____ _____
REPRESENTATIVE'S NAME:	_____
SIGNATURE and TITLE:	_____ _____
DATE:	_____