CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH BRANDON WIENHOLZ
DBA KLEEN SOLUTION ENVIRONMENTAL
AGREEMENT NUMBER F002066

This "Agreement" is made as of this __day of _____ __ 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Brandon Wienholz dba Kleen Solution Environmental, a Sole Proprietor ("Contractor").

RECITALS

A. City desires to contract for parking garage power washing services as needed by the City.

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 commencing February 1, 2020 through January, 2022. 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 $145,150. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at rates set forth in Addendum to 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 February 1, 2020. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

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; NONDISCRIMINATION

a. 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.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

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:

City	**Contractor**
Brandalyn Tramel Purchasing Agent 635 First Street, 2nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 btramel@srcity.org	Brandon Wienholz dba Kleen Solution Environmental Brandon Wienholz 2426 San Joaquin Ct Santa Rosa, CA 95401 Phone: (707) 293-0928 kleensolution@yahoo.com

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Sole Proprietorship, formed and in good standing under the laws of the State of California, (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:

Brandon Wienholz
dba Kleen Solution Environmental

TYPE OF BUSINESS ENTITY:
__X__ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: BRANDON WIENHOLZ

Title: OWNER

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____06510998_____

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Addendum to Exhibit B– Compensation/Rates

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Tom Schwedhelm

Title: Mayor

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
City Clerk

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR GENERAL SERVICES AGREEMENTS

A. Insurance Policies: Contractor shall, at all times during the term 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 umbrella or excess insurance but umbrella and 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	(contact Risk Mgmt for limits and whether pollution insurance required – if not required, remove this requirement)	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.

2. Liability, umbrella and excess 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 Agreement. 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. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above $10,000 must be approved by City. At 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.

5. 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.

Exhibit A
Scope of Work

TECHNICAL: The cleaning services shall meet or exceed the performance specifications described in the following minimum specifications. The bidder is required to mark compliance to the section of the specifications in the space provided. If you mark "No" to any compliance sections below you must have submitted a Q & A with a response to either acceptance or rejection of your exception to scope of work.

1.0 MINIMUM SCOPE OF WORK FOR PARKING GARAGE STEAM CLEANING AND POWER WASHING SERVICES			
Bidder Compliance Yes	**No**	**Scope No.**	**Description**
X		1.1 Scope of Work	Contractor will provide all labor, equipment, materials, permits and transportation to perform power washing and steam cleaning services for City of Santa Rosa Parking Department as described herein at City Parking Garages 1, 3, 5, 9 and 12 located in downtown Santa Rosa. Contractor shall work at the direction of the Parking Supervisor who will be the City's Contract Officers Technical Representative (COTR) and thoroughly clean all surfaces specified by the City at each location every service visit. The contract worksites and addresses for the Parking Department are as follows: Parking Garage No. 1 521 Seventh Street, Downtown Santa Rosa Parking Garage No. 3 735 Fifth Street, Downtown Santa Rosa Parking Garage No. 5 625 Third Street, Downtown Santa Rosa Parking Garage No. 9 97 D Street, Downtown Santa Rosa Parking Garage No. 12 555 First Street, Downtown Santa Rosa In the event of an accidental discharge the Contractor shall immediately notify the City's Contract Officer Technical Representative (COTR) and the Environmental Compliance Section.
X		1.2 Cleaning Process	The Contractor shall utilize a high-pressure hot water cleaning system and City approved detergent/degreaser to steam clean & degrease the parking garage decks including vacuum extraction of the wash/rinse water, temporarily contain the liquid in a tank, and provide pretreatment in a wastewater cleaning system that removes oil, grease, metals and solids. Pretreated waste water shall be discharged to the sanitary sewer. The contractor shall for the life of the contract maintain a current "Wastewater Discharge Permit" issued by the City of Santa Rosa Environmental Compliance

			Section. Any chemical solvents or cleaning products used in the cleaning process as well as any pretreatment system must be approved by City of Santa Rosa Environmental Compliance for sewer discharge. The Contractor shall pick up all liquid rinse water, leaving minimal residual surface moisture, and shall provide containment devices to prevent runoff from entering the street, gutters or drains. No pollutants, cleaning stream, or discharges may enter adjacent vegetation, storm drain systems or waterways. Availability of the use of a pretreatment system and discharge to the sanitary system off-site shall be verified. Cleaning of walls pillars, and stairwells shall be performed with high pressure water. All runoff water shall be contained, collected, filtered and discharged to the sanitary sewer. No pollutants, cleaning stream, or discharges may enter adjacent vegetation, storm drain systems or waterways. ***NOTE: Significant amounts of accumulated soil or debris must be separated from runoff waste water, before discharging the water to the sanitary sewer.***
X	___	1.3 Cleaning Quality	The Contractor cleaning process shall remove all accumulated and compacted grease, liquid oil, dirt, grime, tire rubber, chewing gum and spilled liquids with minimal wear to the existing concrete surface. The Contractor shall not damage or removing painted or thermoplastic pavement markings including lines, directional arrows, lettering and painted wheel stops. Overspray and splashing of rinse water or grime on other surfaces must be cleaned immediately. Contractor's cleaning stream shall not contact any parked vehicles or equipment not belonging to the Contractor.
X	___	1.4 Work Area	All drains and storm drain inlets shall be blocked during cleaning. The Contractor shall be responsible for cleaning concrete floor surfaces of the parking garages including marked parking stalls, driveways and ramps. **Cleaning & Degrease Parking Stalls Only** shall mean cleaning and degreasing only marked parking spaces. **Cleaning Wall To Wall** shall mean cleaning all concrete floor surfaces on one level including the section of up and down ramp between each floor. First level wall to wall cleaning shall include driveway surfaces at the entrance and exit gates. **Power Washing Walls and Pillars** shall mean washing all vertical surfaces on each floor with high pressure cold water. **Power Wash Stair Wells and Stairs Top to Bottom** shall mean washing the inside concrete walls, landings, stairs and hand rails on each level with high pressure cold water. Contractor shall work at the direction of the City's Contract Officers Technical Representative (COTR)

			and thoroughly clean all surfaces specified by the City at each location every service visit.
X		2.0 Cleaning Process	The Contractor shall utilize a high-pressure hot water cleaning system to steam clean and degrease the areas listed including vacuum extraction of the wash/rinse water, temporarily contain the liquid in a tank, and provide pretreatment in a wastewater cleaning system that removes oil, grease, metals and solids. Pretreated Waste water shall be discharged to the sanitary sewer. The contractor shall for the life of the contract maintain a current "Wastewater Discharge Permit" issued by the City of Santa Rosa Environmental Compliance Section. Any chemical solvents or cleaning products used in the cleaning process as well as any pretreatment system must be approved by City of Santa Rosa Environmental Compliance for sewer discharge. The Contractor shall pick-up all liquid rinse water, leaving minimal residual surface moisture, and shall provide containment devices to prevent runoff from entering the street, gutters or drains. No pollutants, cleaning stream, or discharges may enter adjacent vegetation, storm drain systems or waterways. Availability of the use of a pretreatment system and discharge to the sanitary system off-site shall be verified. All runoff water shall be contained, collected, filtered and discharged to the sanitary sewer. No pollutants, cleaning stream, or discharges may enter adjacent vegetation, storm drain systems or waterways. ***NOTE: Significant amounts of accumulated soil or debris must be separated from runoff waste water, before discharging the water to the sanitary sewer.***
X		2.1 Cleaning Quality	The Contractor cleaning process shall remove all accumulated and compacted grease, liquid oil, dirt, grime, tire rubber, chewing gum and spilled liquids with minimal wear to the existing concrete surface. The Contractor shall not damage or removing painted or thermoplastic pavement markings including lines, directional arrows, lettering and painted wheel stops. Overspray and splashing of rinse water or grime on other surfaces must be cleaned immediately. Contractor's cleaning stream shall not contact any parked vehicles or equipment not belonging to the Contractor.
X		2.3 Cleaning Schedule	***All work will be scheduled on an as needed basis as directed in writing by City COTR.***
X		2.4 Cost for Service	***Exhibit B shall identify a cost per occurrence. The City may elect to request service 1x per year, or multiple times per year, subject to approved budget and need.***

SPECIAL PROVISIONS

INSPECTION AND APPROVAL OF EQUIPMENT/MATERIALS/WORKMANSHIP: The contractor shall furnish all labor, materials, supervision, and equipment for satisfactory contract performance. When not specifically identified in the specifications such labor/equipment/materials shall be of a suitable type and grade for the intended purpose. **The Contractor's equipment, work processes and materials used in performance of the contract may be subject to inspection and approval by a City authorized representative before the agreement is awarded.** All workmanship and performance during the contract term shall be subject to inspection and approval by the City; however, the City is under no obligation to make such inspection.

CONTRACT REPRESENTATIVES: The City's Purchasing Department is responsible for contract administration including modification of the agreement by amendment and notices to the Contractor. The City will also appoint a Contract Officer's Technical Representative (COTR) to supervise and inspect the Contractor's work performance. The COTR will be a City Parking Supervisor Luke Morse.

WORK SCHEDULE: Within 30 days of the City's Notice to Proceed, the City's COTR will provide the Contractor with a written schedule for performance of the contract work. It is the City's intent to be flexible in coordinating the contract work schedule with the Contractor's other work. However, the City shall be the sole determiner as to the acceptability of the contract work schedule. Any changes to the contract work schedule are subject to the prior approval of the COTR.

HOURS FOR PERFORMANCE OF WORK: Contract work shall be performed between the hours of 8 PM to 6 AM, Monday – Friday, and 12:00 am (Midnight) and 12:00 pm (24 HRS), Saturday and Sunday. This schedule is optimal for the performance of contract work without interference from public use of the parking facilities. The City's COTR must approve any changes to these work hours in advance.

CALL-BACKS/DELAYS/RESCHEDULED WORK: The Contractor is required to correct any deficient work performance within 24 hours following notification by the City's COTR. The Contractor shall provide advance notice to the COTR of any delays or changes to the approved work schedule. Any delayed work shall be performed by the Contractor within five working days following said notice.

PENALITIES

CONTRACTOR shall incur a flat rate penalty fee of $100 per occurrence to be deducted from subsequent invoice billing for any of the following reasons:

A. Repeated failure to perform scope of work per agreement, neglect, or oversight, any of which occurs.

B. Delay of more than five working days in completing periodic services per City approved work schedule.

A penalty will be assessed for any deficiency or combination of deficiencies that occurs more than twice.

NON-INTERFERENCE WITH FACILITY OPERATIONS: The contractor will perform all necessary work as provided for in this agreement so as not to interfere with the normal operation or activity of the facilities by the Public or City Staff.

If the contractor finds that in order to perform any required work it is necessary to block or restrict access to an area, driveway or road, the contractor must inform the City's COTR at least 48 hours in advance to permit any necessary coordination with City Staff.

The Contractor shall be aware of holidays and other work routines within the facilities and conduct work in such a manner as to cause no interference with the execution of City business.

The Contractor shall submit written reports to the City's COTR noting any areas not cleaned due to interference from parked vehicles or garage operations.

PERMITS AND FEES: The Contractor shall maintain any permits and licenses required by Local, State and Federal agencies for performance of work and pay all permit fees. The Contractor is required to maintain a current Wastewater Discharge Permit issued by the City of Santa Rosa Utilities Department Industrial Waste Division during the term of this contract. All work performed by the Contractor under this agreement shall conform to the City Wastewater Discharge Permit Special and General Conditions, the Federal Clean Water Act and all local, state and federal laws and ordinances.

NOTE: The City may require the successful Contractor to submit a copy of their City Wastewater Discharge Permit for review by the City prior to the award of contract.

DISPOSAL OF WASTE MATERIAL: The Contractor shall properly dispose of all solid and liquid waste generated by the Contractor's cleaning process. Wastewater shall be pretreated and disposed of in the sanitary sewer, in accordance with the City Wastewater Discharge Permit. Hazardous solid and liquid waste shall be characterized, manifested and sent to the appropriate class disposal site. Non-hazardous solid waste shall be removed from City property disposed of in the Contractor's own waste receptacle or County landfill. The Contractor is prohibited from using City waste receptacles for this purpose.

The price for disposal of **wastewater and non-hazardous solid waste** shall be included in the total amount for each site. The Contractor shall pay the cost for characterization of wastewater discharged to the sanitary sewer as required by the City Industrial Waste Division, or other regulatory agencies, for compliance with the City wastewater discharge permit, ordinances and laws. The price for characterization, manifesting, transportation and disposal of **hazardous waste** shall be listed in line item provided in the Schedule.

DAMAGE TO FACILITIES AND PARKED VEHICLES: The Contractor shall take precautions to prevent damage or soiling to parked vehicles and surrounding areas of the parking structure or otherwise causing damage from the use of their equipment, processes and chemicals. In the event of damage resulting from the Contractor's work performance, the Contractor shall pay the full cost to repair, clean and/or replace the damaged vehicles, equipment and facilities.

Addendum to Exhibit B

Kleen Solution			Clarification of Bid: To include wall to wall (Combine Lines 1 & 2)	
Addendum to Exhibit B				
Year 1- Original Proposal	Extended		Year 1- Clarification	Extended
Garage 1				
$ 1,100.00	$ 2,200.00		$ 1,100.00	$ 2,200.00
$ 850.00	$ 1,700.00		$ 1,950.00	$ 3,900.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,100.00	$ 2,200.00		$ 1,100.00	$ 2,200.00
$ 850.00	$ 1,700.00		$ 1,950.00	$ 3,900.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,100.00	$ 2,200.00		$ 1,100.00	$ 2,200.00
$ 850.00	$ 1,700.00		$ 1,950.00	$ 3,900.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,100.00	$ 2,200.00		$ 1,100.00	$ 2,200.00
$ 850.00	$ 1,700.00		$ 1,950.00	$ 3,900.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,100.00	$ 2,200.00		$ 1,100.00	$ 2,200.00
$ 850.00	$ 1,700.00		$ 1,950.00	$ 3,900.00
$ 900.00	$ 1,800.00		$ 900.00	$ 1,800.00
$ 11,850.00	**$ 23,700.00**		**$ 16,250.00**	**$ 34,700.00**
Garage 3				
$ 1,000.00	$ 2,000.00		$ 1,000.00	$ 2,000.00
$ 700.00	$ 1,400.00		$ 1,700.00	$ 3,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,000.00	$ 2,000.00		$ 1,000.00	$ 1,000.00
$ 700.00	$ 1,400.00		$ 1,700.00	$ 3,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,000.00	$ 2,000.00		$ 1,000.00	$ 2,000.00
$ 700.00	$ 1,400.00		$ 1,700.00	$ 3,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,000.00	$ 2,000.00		$ 1,000.00	$ 2,000.00
$ 700.00	$ 1,400.00		$ 1,700.00	$ 3,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,000.00	$ 2,000.00		$ 1,000.00	$ 2,000.00
$ 700.00	$ 1,400.00		$ 1,700.00	$ 3,400.00
$ 600.00	$ 1,200.00		$ 600.00	$ 1,200.00
$ 10,300.00	**$ 20,600.00**		**$ 14,300.00**	**$ 29,600.00**
Garage 5				

$ 800.00	$ 1,600.00		$ 800.00	$ 1,600.00
$ 400.00	$ 800.00		$ 1,200.00	$ 2,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 800.00	$ 1,600.00		$ 800.00	$ 1,600.00
$ 400.00	$ 800.00		$ 1,200.00	$ 2,400.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 800.00	$ 1,600.00		$ 800.00	$ 1,600.00
$ 400.00	$ 800.00		$ 1,200.00	$ 2,400.00
$ 600.00	$ 1,200.00		$ 600.00	$ 1,200.00
$ 4,800.00	**$ 9,600.00**		**$ 7,200.00**	**$ 14,400.00**
		Garage 9		
$ 900.00	$ 1,800.00		$ 900.00	$ 1,800.00
$ 700.00	$ 1,400.00		$ 1,600.00	$ 3,200.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 900.00	$ 1,800.00		$ 900.00	$ 1,800.00
$ 700.00	$ 1,400.00		$ 1,600.00	$ 3,200.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 900.00	$ 1,800.00		$ 900.00	$ 1,800.00
$ 700.00	$ 1,400.00		$ 1,600.00	$ 3,200.00
$ 900.00	$ 1,800.00		$ 900.00	$ 1,800.00
$ 700.00	$ 1,400.00		$ 1,600.00	$ 3,200.00
$ 600.00	$ 1,200.00		$ 600.00	$ 1,200.00
$ 7,600.00	**$ 15,200.00**		**$ 11,200.00**	**$ 22,400.00**
		Garage 12		
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00
$ 300.00	$ 600.00		$ 300.00	$ 600.00
$ 1,025.00	$ 2,050.00		$ 1,025.00	$ 2,050.00
$ 725.00	$ 1,450.00		$ 1,750.00	$ 3,500.00

$ 800.00	$ 1,600.00		$ 800.00	$ 1,600.00
$ 14,850.00	**$ 29,700.00**		**$ 22,025.00**	**$ 44,050.00**
2 Yr Total	**$ 98,800.00**		**Revised 2 Yr Total with clarification applied**	**$ 145,150.00**
Vendors initial intent was to invoice Lines 1 & 2 if Line 2 wall to wall service was requested. Line 2 would include parking spaces identified in Line 1.				

Exhibit B

Compensation Schedule

Note: Unit Cost for work shall be identified as "per occurrence".

Parking Garage No. 1 521 7th Street Santa Rosa, CA					
ITEM NO.	QTY	UNIT	SCHEDULE OF CONTRACT SERVICES	UNIT AMOUNT	2 YEAR AMOUNT
1			**Garage No.1 - Level 1**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1100.00	$ 2200.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 850.00	$ 1700.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
1a			**Garage No.1 - Level 2**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1100.00	$ 2200.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 850.00	$ 1700.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
1b			**Garage No.1 – Level 3**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1100.00	$ 2200.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 850.00	$ 1700.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
1c			**Garage No.1 – Level 4**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1100.00	$ 2200.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 850.00	$ 1700.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
1d			**Garage No.1 – Level 5**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1100.00	$ 2200.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 850.00	$ 1700.00
1e			**Garage No.1 – Stair Wells**		
	1	Yr	• Power Wash Stair Wells and Stairs from Top to Bottom	$ 900.00	$ 1800.00
			Garage No. 1 Total	$ 11850.00	$ 23700.00

Exhibit B
Compensation Schedule

Parking Garage No. 3 735 5th Street Santa Rosa, CA					
ITEM NO.	QTY	UNIT	SCHEDULE OF CONTRACT SERVICES	UNIT AMOUNT	2 YEAR AMOUNT
2			**Garage No.3 - Level 1**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1000.00	$ 2000.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
2a			**Garage No.3 - Level 2**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1000.00	$ 2000.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
2b			**Garage No.3 – Level 3**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1000.00	$ 2000.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
2c			**Garage No.3 – Level 4**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1000.00	$ 2000.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
2d			**Garage No.3 – Level 5**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1000.00	$ 2000.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
2e			**Garage No.3 – Stair Wells**		
	1	Yr	• Power Wash Stair Wells and Stairs from Top to Bottom	$ 600.00	$ 1200.00
			Garage No. 3 Total	$ 10300.00	$ 20600.00

Exhibit B
Compensation Schedule

Parking Garage No. 5 625 3rd Street Santa Rosa, CA					
ITEM NO.	QTY	UNIT	SCHEDULE OF CONTRACT SERVICES	UNIT AMOUNT	2 YEAR AMOUNT
3			**Garage No.5 - Level 1**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 800.00	$ 1600.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 400.00	$ 800.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
3a			**Garage No.5 - Level 2**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 800.00	$ 1600.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 400.00	$ 800.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
3b			**Garage No.5 – Level 3**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 800.00	$ 1600.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 400.00	$ 800.00
3c			**Garage No.5 – Stair Wells**		
	1	Yr	• Power Wash Stair Wells and Stairs from Top to Bottom	$ 600.00	$ 1200.00
			Garage No. 5 Total	$ 4800.00	$ 9600.00

Exhibit B
Compensation Schedule

Parking Garage No. 9 97 D Street Santa Rosa, CA					
ITEM NO.	QTY	UNIT	SCHEDULE OF CONTRACT SERVICES	UNIT AMOUNT	2 YEAR AMOUNT
4			**Garage No.9 - Level 1**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 900.00	$ 1800.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
4a			**Garage No.9 - Level 2**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 900.00	$ 1800.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
4b			**Garage No.9 – Level 3**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 900.00	$ 1800.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
4c			**Garage No.9 – Level 4**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 900.00	$ 1800.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 700.00	$ 1400.00
4d			**Garage No.9 – Stair Wells**		
	1	Yr	• Power Wash Stair Wells and Stairs from Top to Bottom	$ 600.00	$ 1200.00
			Garage No. 9 Total	$ 7600.00	$ 15200.00

Exhibit B
Compensation Schedule

Parking Garage No. 12 555 1st Street Santa Rosa, CA					
	QTY	UNIT	SCHEDULE OF CONTRACT SERVICES	UNIT AMOUNT	2 YEAR AMOUNT
5			**Garage No.12 - Level 1**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
5a			**Garage No.12 - Level 2**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
5b			**Garage No.12 – Level 3**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
5c			**Garage No.12 – Level 4**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
5d			**Garage No.12 – Level 5**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00

Exhibit B
Compensation Schedule

5e			**Garage No.12 – Level 6**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
	1	Yr	• Power Wash Walls and Pillars	$ 300.00	$ 600.00
5f			**Garage No.12 – Level 7**		
	1	Yr	• Steam Clean & Degrease Parking Stalls Only	$ 1025.00	$ 2050.00
	1	Yr	• Steam Clean Floor Wall to Wall	$ 725.00	$ 1450.00
5g			**Garage No.12 – Stair Wells**		
	1	Yr	• Power Wash Stair Wells and Stairs from Top to Bottom	$ 800.00	$ 1600.00
			Garage No. 12 Total	$ 14850.00	$ 29700.00
			2 Yr Grand Total for Garages 1, 3, 5, 9 & 12		$ 98,800.00