



Project No. 2015-23

DOCUMENT 00001

**PUBLIC WORKS DEPARTMENT
10300 TORRE AVENUE
CUPERTINO, CALIFORNIA 95014**

PROJECT MANUAL

FOR THE

2015 CONTRACTUAL JANITORIAL SERVICES

Bid Date:

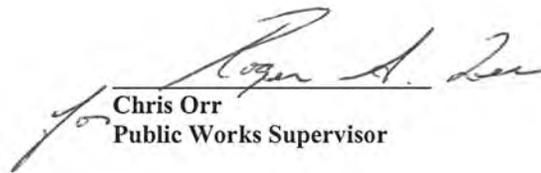
Tuesday June, 2 2015

Project Number: 2015-23

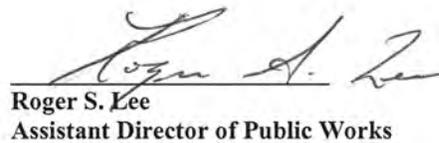
DOCUMENT 00002
SIGNATURE PAGE
PROJECT MANUAL FOR
**2015 CONTRACTUAL
JANITORIAL SERVICES**

PROJECT NO.

REVIEWED BY:


Chris Orr
Public Works Supervisor

REVIEWED BY:


Roger S. Lee
Assistant Director of Public Works

APPROVED BY:


Timm Borden
Director of Public Works

DOCUMENT 00003

PROJECT DIRECTORY

Project Name: **2015 CONTRACTUAL JANITORIAL SERVICES**

Project Number:

Location: Public Buildings of the City of Cupertino

City Representative:

Roger S. Lee
Assistant Director of Public Works
City of Cupertino
Public Works Department
10555 Mary Avenue
Cupertino, CA 95014
PH: 408-777-3269
FX: 408-777-3399
e-mail: rogerl@cupertino.org

Address for Stop Notices/Lien Notices:

City of Cupertino
Public Works Department - Maintenance
10555 Mary Avenue
Cupertino, CA 95014

DOCUMENT 00010**TABLE OF CONTENTS****INTRODUCTORY DOCUMENTS**

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BIDDING DOCUMENTS

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00320	Geotechnical Data, Hazardous Materials Surveys and Existing Conditions (Not Used)
00400	Bid Form
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00430	Subcontractors List
00450	Statement of Qualifications
00455	Insurance
00457	Proposed Staffing Schedule
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CONTRACTING DOCUMENTS

Document	Title
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Document	Title
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City of Cupertino
2015 Contractual
Janitorial Services

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

NOTICE: THE CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") hereby gives notice that it will accept Bids for construction of the following public work:

**CITY PROJECT NUMBER 2015-23
2015 CONTRACTUAL JANITORIAL SERVICES**

1. **BID SUBMISSION:** The City uses a two-part Bid process with Bids in Envelope "A" and Statements of Qualification and Financial information in Envelope "B". City will accept Envelope "A" and Envelope "B" no later than **2:00PM, on Tuesday, June 2, 2015** in the City Clerk's Office. Bids will be publicly read at 2:05pm in the City Community Hall at 10350 Torre Avenue (adjacent to City Hall). City's representative will call out the designated time in the Office of the City Clerk, 10300 Torre Avenue, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).
2. **CONTACT INFORMATION:**
Roger S. Lee, Asst. Director of Public Works
408 777 3269 general
408 777 3399 fax
rogerl@cupertino.org
Service Center, 10555 Mary Avenue
Cupertino, CA 95014
3. **STATEMENT OF QUALIFICATIONS:** Each Bidder shall be required to submit a "Statement of Qualifications" in accordance with Document 00200 (Instructions to Bidders), Document 00450 (Statement of Qualifications for Janitorial Services) and Document 00455 (Proposed Staffing Schedule).
4. **DESCRIPTION OF THE WORK:** Specified janitorial maintenance is to occur at City of Cupertino building facilities and at various street side containers. Listing of locations is as follows:
 - a. Blackberry Farm: retreat building, restrooms and shower area.
 - b. Blackberry Farm Golf course restrooms.
 - c. City Hall
 - d. Community Hall
 - e. Creekside Park
 - f. McClellan Ranch Environmental Education Center
 - g. Library
 - h. McClellan Ranch
 - i. Monta Vista
 - j. Park Restrooms
 - k. Portal Park
 - l. Quinlan Community/History Museum Center
 - m. Senior Center
 - n. Service Center
 - o. Sports Center
 - p. Wilson Park
 - q. Street side containers

5. **CONTRACT TIME:** The term of this contract shall be three (3) years from the start date of the agreement. The City shall retain the option to extend the term of the agreement on a year-to-year basis not exceeding two (2) years from the expiration of the original term, for a possible total of four (5) years.
6. **REQUIRED CONTRACTOR'S LICENSE:** A California State License Board license is not required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board and/or state of California.
7. **PREVAILING WAGE LAWS:** Janitorial services, of routine nature are excluded from prevailing wage documents.
8. **INSTRUCTIONS:** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes to City Clerk's office, as well as applicable times for submission.
9. **SUBSTITUTION OF SECURITIES:** Not applicable.
10. **PRE-BID CONFERENCE:** All Contractors are required to attend the Pre-Bid Conference and Site Visits which will be conducted on **Wednesday, May 20, 2015** starting at **9:00 AM** and continue on **Thursday, May 21, 2015** starting at **9:00 AM**, meet at 10300 Torre Avenue, Cupertino, CA 95014, in Cupertino City Hall. Attendance on both days is mandatory for any Contractor supplying a bid. This will be the Contractors only time that site visits will be allowed to some facilities, except for the sites that are open to the public during business hours.

Sites that will not be visited:

- a. Jollyman Park Restrooms
- b. Linda Vista Park Restroom
- c. Memorial Park Restrooms (2)

These facilities have public areas that can be visited during the hours listed:

- a. Blackberry Farm Retreat Building
- b. Blackberry Farm Golf Course Restrooms
- c. Library (Public areas only, Library staff areas / offices restricted.)
 - Monday thru Thursday 10:00 am to 9:00 pm
 - Friday and Saturday 10:00 am to 6:00 pm
 - Sunday 12:00 pm to 6:00 pm
- d. McClellan Ranch Environmental Education Center
- e. Quinlan Community Center (offices are restricted)
 - Monday thru Friday 8:00 am. to 5:00 pm
- f. Senior Center (offices are restricted)
 - Monday thru Friday 8:00 am. to 5:00 pm
- g. Service Center
 - Monday thru Friday 6:30 am. to 3:30 pm
- h. Sport Center
 - Monday thru Friday 6:30 am. to 9:00 pm.

- i. Park Restrooms
 - 7 days a week 8:00 am to 5:00 pm
 - j. Street side containers – any time
11. **PROCUREMENT OF BIDDING DOCUMENTS:** Bidders may examine a complete hard-copy set of bid documents at the City’s Service Yard, City Hall, 10555 Mary Avenue, in Cupertino. Bidders may purchase a complete set of Bidding Documents on a CD, at the Service Yard, upon payment of a non-refundable fee of \$13.00. Bidders who wish to have a CD mailed to them must first submit a check by mail or process a credit card purchase by phone with the City. City will accept payment by credit card, cash, or check, made payable to the “City of Cupertino”. Bidding Documents need not be returned to City. Bidder is responsible for printing any or all of the bidding documents.
12. **BID PREPARATION COST:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.
13. **RESERVATION OF RIGHTS:** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.
14. **PORTION OF WORK PERFORMED BY THE CONTRACTOR:** The Contractor shall perform no less than 95% of the Work, excluding Specialty Items, with its own organization. Specialty Items will be identified on the Bid Form.

CITY OF CUPERTINO

By: 
City Clerk

To be published in Cupertino Courier on May 8, 2015.

END OF DOCUMENT

DOCUMENT 00100-3

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested for a maintenance contract, or work described in general, as follows:

2015 CONTRACTUAL JANITORIAL SERVICES

1. **RECEIPT OF BIDS.** Sealed Bids will be received by the City at City’s office (see paragraph 2 below) on **Tuesday, June 2, 2015**. City will receive Bids in two separate opaque sealed 10” x 13” envelopes, labeled **Envelope “A” and Envelope “B”** each containing the respective items described in paragraphs 4 and 5 below. All Bid envelopes will be time stamped to reflect their submittal time. **Envelope “A” and Envelope “B” shall be due by 2:00pm**, as determined by the clock on the wall of the office of the City Clerk. Bids will be publicly read at 2:05 p.m. in the City Community Hall at 10350 Torre Avenue (adjacent to City Hall). City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2. **CONTACT INFORMATION.**

Mailing address:
City of Cupertino
10555 Mary Avenue
Cupertino, CA 95014

City’s Authorized Representative:
Roger S. Lee
Assistant Director of Public Works
Telephone:
(408) 777-3350
Fax:
(408) 777-3399
Emails:
rogerl@cupertino.org

3. **BID SUBMISSION.** Bidder should mark its Bid envelopes as **BID FOR THE CITY, PROJECT NUMBER 2015-23, 2015 CONTRACTUAL JANITORIAL SERVICES**, Envelope “A” or “Envelope “B,” as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder’s failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.

4. **CONTENTS OF ENVELOPE “A” - BID PRICE.** Envelope “A” shall include:
 - a. Document 00400 (Bid Form) completed in accordance with paragraph 6 of this Document 00200.
 - b. Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.
 - c. Document 00430 (Subcontractors List) in accordance with paragraph 8 of this Document 00200.
 - d. Document 00460 (Schedule of Major Equipment and Material Suppliers). Bidder must complete this form as indicated.
 - e. Document 00481 (Non-Collusion Affidavit).

5. **CONTENTS OF ENVELOPE “B” – BIDDER STATEMENT OF QUALIFICATIONS.** Envelope “B” shall include:
 - a. Document 00450 (Statement of Qualifications for Janitorial Services) submitted in accordance with paragraph 9 of this Document 00200.
 - b. Document 00455 Proposed Staffing Schedule
 - c. Document 00482 (Bidder Certifications). Bidder must complete this form as indicated.

d. Financial Statement as required in Document 00450 (Statement of Qualifications for Janitorial Work)

6. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00400 (Bid Form), Document 00430 (Subcontractors List), Document 00450 (Statement of Qualifications for Janitorial Work), Document 00455 (Proposed Staffing Schedule), Document 00460 (Schedule of Major Equipment and Material Suppliers), Document 00481 (Non-Collusion Affidavit), and Document 00482 (Bidders Certifications). City will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.

7. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Bid, payable to City. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). City will reject as non-responsive any Bid submitted without the necessary Bid security.

City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, City will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

8. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid or ten thousand dollars (\$10,000), whichever is greater. Violation of this requirement may result in Bid being deemed non-responsive and being rejected.

9. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Janitorial Services) ("SOQ"), including without limitation qualification information for Subcontractors, if any. Except as otherwise provided in paragraphs 20 and 21 of this Document 00200 or in Document 00450 (Statement of Qualification for Janitorial Services), City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

10. **PRE-BID CONFERENCE:** City will conduct a Pre-Bid Conference at 9:00AM Wednesday, April 29, 2015 and again at 9:00AM Thursday, April 30, 2015 at the site. Meeting will start at 10350 Torre Avenue, Cupertino, CA 95014, in Cupertino City Hall.

Bidders are encouraged to submit written questions in connection with the Site Visit. City will transmit to all parties recorded, as having received Bidding Documents such Addenda, as City, in its discretion, considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Meetings may be scheduled at City's sole discretion, depending on staff availability.

11. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Contract), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

12. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Not applicable.

13. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Roger Lee, Assistant Director of Public Works) in writing. Letters, faxes or emails are acceptable forms of written questions. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all “Bid List” parties, recorded by City as having received a Bidding Documents CD. Addenda will be written and will be issued to each Bidder to the address or fax number supplied City by Bidder. City may not answer questions received less than ten (10) days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- a. Addenda may be issued to modify the Bidding Documents as deemed advisable by City.
 - b. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.
14. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified in Contract Documents or Addenda.
- a. Except as provided in paragraph 14.c below, City will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00660 (Substitution Request Form) no later than 35 Calendar Days after the due date for City receiving Bids. To assess “or equal” acceptability of product or system, substitution requests shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Document 00700 (General Conditions). Insufficient information will be grounds for rejection of substitution. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “equal” item. City’s decision shall be conclusive on all Bidders.
 - b. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.
 - c. Substitutions may be requested after submitting Bids and the Award of Contract only in accordance with requirements specified in Document 00700 (General Conditions).
- As further limitation on Bidder’s privilege to substitute items, City has found that certain items are designed as City standards and certain items are designed to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, City will not permit substitution.
15. **WAGE RATE.** The California Department of Industrial Relations has determined that janitorial or custodial services of routine recurring or usual nature is excluded from prevailing wage requirements. The Contractor shall keep fully informed of all existing and future State and Federal laws and City ordinances and regulations, which in any manner affect those engaged or employed in the work. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
16. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
17. **BID OPENING.** City will open all Bidders’ Envelopes “A,” at the time and on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes “B” publicly. Envelope “B” will be opened confidentially and reviewed consistent to the bid evaluation process (or as otherwise provided in this Document 00200).
18. **DETERMINATION OF APPARENT LOW BIDDER (Envelope “A”).** Apparent Low Bid will be based solely on the total amount of all Bid items based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items. **Bids, which appear to be compliant, shall be further evaluated on a total point system (0 – 100, with 100 being the best possible score).** Total cost will be evaluated and rated from 0-25 points, with the lowest total cost equal to 25 points.

19. EVALUATION OF BIDDER RESPONSIBILITY (Envelope “B”).

- a. City will confidentially open all Envelope “B’s” received and check its contents for compliance with paragraph 5 above and this paragraph 19. City will notify all Bidder’s in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- b. Document 00450 sets forth certain minimum criteria for a Bidder to be found responsible. Bidder’s attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
 1. Sufficient financial strength, stability and resources as measured by Bidder’s equity, debt-to-assets ratio, and capability to finance the Work to be performed.
 2. Ability to secure, in accordance with the Contract Documents, the required forms of Performance Bond and Fidelity Bonds. Ability to obtain required insurance with coverage values that meet minimum requirements.
 3. Subcontracting Prior Experience. Satisfactory experience on janitorial services, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
 4. Janitorial Services Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, “designated Subcontractor(s)”), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
 - i. Janitorial service organizations with sufficient personnel, Document 00455 (Proposed Staffing Schedule) and requisite disciplines, licenses, skills, experience, and equipment to meet both the physical and scheduling requirements for the Project.
 - a. Maintenance supervisor(s) shall have worked in a similar capacity on a number of projects similar in nature and complexity to this Project.
 - ii. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.
 - iii. Bidder’s safety record.
 - iv. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under the Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having the number of years of experience on projects of similar nature and complexity as specified in Document 00450 (Statement of Qualifications), including:
 - Nature and size of past and current accounts
 - Business base in the immediate geographical area (50-mile radius)
 - Human resources development
 - Supervisory experience
 - Training programs, past and ongoing
 - Results of reference checks
 - Comprehensiveness and detail operation planning
 - Quality control/quality assurance program
 - Contract management: proposed relationship between Contractor, Site Manager, and the City
 - Resources of back-up staffing for emergency and project work
 - Willingness to completely follow specifications of the contract and the ability to follow instructions
 - v. Bidder shall expressly indicate which functions it will perform itself.
 5. The following are general requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.) See specific requirements in Document 00450.

- i. Evidence that Bidder's named Janitorial service Subcontractor organizations has sufficient personnel, Document 00455 (Proposed Staffing Schedule) and requisite disciplines, licenses, skills, experience, and equipment to meet both the physical and scheduling requirements for the Project in a timely and specification-compliant manner.
- ii. Maintenance of a minimum number of projects over a period of several years for projects similar in nature and complexity to this Project.
- iii. The maintenance supervisor shall have worked in a similar capacity on a number of projects similar in nature and complexity to this Project.

20. BID EVALUATION. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.

a. In evaluating Bids, City will evaluate on a total point system (0 – 100, with 100 being the best possible score). Total overall cost, technical competence, operation plan and financial condition are all factors under consideration prior to the Notice of Award.

b. All bids, along with the required documents, will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. The contents of Envelop "A" and "B", which appear to be compliant, shall be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the following:

1. **Adherence to the requirements of the Request of Proposal.** Proposals must be neat, complete, and fully address technical, cost, proposer qualifications, references, the proposal questionnaire, and evaluation concerns: **0 - 10 Points**
2. **Technical competence, experience, past performance and business operations:** The following factors will be evaluated and collectively rated on a scale from **0-20 points**.
 - i. Nature and size of past and current accounts
 - ii. Business base in the immediate geographical area (50-mile radius)
 - iii. Human resources development
 - vi. Supervisory experience
 - v. Training programs, past and ongoing
 - vi. Results of reference checks
3. **The total overall cost** will be evaluated and rated from **0-25 points**, with the lowest total cost equal to 25 points. Highest overall cost equals 0 points.
4. **Operation Plan:** The following factors will be evaluated and collectively rated on a scale from **0-35 points**.
 - i. Comprehensiveness and detail operation planning
 - ii. Document 00455 (Proposed Staffing Schedule) and how this schedule compares with City expectation.
 - iii. Quality control/quality assurance program
 - iv. Contract management: proposed relationship between Contractor, Site Manager, and the City
 - v. Resources of back-up staffing, emergencies and project work
 - vi. Willingness to completely follow specifications of the contract and the ability to follow instructions
5. **Financial Condition:** The following factors will be evaluated and collectively rated on a scale from **0-10 points**:
 - i. Independently audited financial statement (current)
 - ii. Amount of resources proposer will contribute to the start of the contact

Proposal price alone will not be the sole determining factor in the selection of the contractor for this work.

Assuming applicable insurance requirements are met, the proposer with the highest cumulative number of points will be recommended for award of the contract. A Review Selection Committee will consider the total

overall cost, technical competence, operation plan and financial condition to form the basis for its selection decision. Proposals will be reviewed by a Review Selection Committee which may/may not be comprised of representatives from other public agencies.

- c. City may conduct reasonable investigations, including site visits, and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- d. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- e. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
- f. City may determine whether a Bidder is qualified in its sole discretionary judgment.

21. AWARD. If the Contract is to be awarded, it will be awarded in accordance to Paragraph 21, Bid Evaluation. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510 (Notice of Award) to successful Bidder.

22. BID PROTEST. Any Bid protest must be submitted in writing to the City's offices (Attention: Roger Lee, Assistant Director of Public Works), before 3:30 p.m. of the third Calendar Day following opening of Bidders' Envelope "A".

- a. The initial protest document must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.
- e. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

23. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

- a. Submit the following documents to City by the 10th Calendar Day following Notice of Award. Execution of Contract by City depends upon approval of these documents:
 - 1. Document 00520 (Contract): To be executed by successful Bidder. Submit **four** (4) originals, each bearing an original signature.
 - 2. Document 00610 (Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Performance Bond). Submit one original.
 - 3. Fidelity Bonds: To be executed by successful Bidder and surety, in the amount set forth in Document 00800 (Special Conditions). Submit one original per employee assigned to perform work.

4. Insurance certificates and endorsements required by Document 00700 (General Conditions).
Submit one original set.
- b. City shall have the right to communicate directly with the most responsive Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and fidelity bonds.
- c. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
- 24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder, to whom Contract is awarded shall, within the period described in paragraph 24a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure, City may determine the next Apparent Low Bidder and proceed accordingly.
- 25. MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- 26. WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
- 27. PUBLIC RECORDS ACT REQUESTS.**
- a. Per the Public Records Act, City will make available to the public, Bidder's SOQ, all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- b. Upon a request for records regarding this Bid, City will notify Bidder involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, **Bidder shall take all appropriate legal action and defend City's refusal to produce the information in all forums**; otherwise, City will make such information available to the extent required by applicable law, without restriction.
- c. Information disclosed in the SOQ and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
- 28. CONFORMED CONTRACT DOCUMENTS.** Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

29. **DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Section 00700.

END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

CITY: THE CITY OF CUPERTINO

SITES: CITY OF CUPERTINO BUILDING FACILITIES & STREET SIDE CONTAINERS

PROJECT: 2015 JANITORIAL SERVICES

In consideration of the above-referenced City’s permitting the undersigned potential bidder (“Bidder”) to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City, and its officers, employees, consultants (including without limitation Consulting Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations.
4. Attached hereto (or to be delivered separately before Bidder’s visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 Contract), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

City of Cupertino
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DOCUMENT 00320

**GEOTECHNICAL DATA, HAZARDOUS MATERIALS SURVEYS AND
EXISTING CONDITIONS**

**NOT USED
(PAGE LEFT INTENTIONALLY BLANK)**

END OF DOCUMENT

DOCUMENT 00400

BID FORM

To be submitted **as part of Envelope “A”** by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

**Re: PROJECT NUMBER
2015 CONTRACTUAL JANITORIAL SERVICES**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino (“City”) in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. Bidder has visited the Site(s) and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site(s), as set forth in Document 00520 (Contract), Article 5.
4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Performance Bond), and required fidelity bonds.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.

City of Cupertino
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9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Allowances and Alternative Bid items are described in Document 00800 (Special Conditions). Quote in **figures** only, unless words are specifically requested. **Please Note that time extensions will NOT be permitted with the acceptance of any or all of the Alternative Bid Items listed below.**

Specialty Items are identified on the Bid Form in the description.

ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/year
2015 JANITORIAL SERVICES					
1	Street Side containers	\$	12 Months	\$ _____/Mon.	\$ _____
2	Blackberry Farm/Retreat Building	\$	12 Months	\$ _____/Mon.	\$ _____
3	City Hall Building	\$	12 Months	\$ _____/Mon.	\$ _____
4	Community Hall Building	\$	12 Months	\$ _____/Mon.	\$ _____
5	Creekside Park Building	\$	12 Months	\$ _____/Mon.	\$ _____
6	McClellan Ranch Environmental Education Center	\$	12 Months	\$ _____/Mon.	\$ _____
7	Golf Course Restrooms	\$	12 Months	\$ _____/Mon.	\$ _____
8	Library Building	\$	12 Months	\$ _____/Mon.	\$ _____
9	McClellan Ranch Building & Museum	\$	12 Months	\$ _____/Mon.	\$ _____
10	Monta Vista Recreation & Pre School Buildings	\$	12 Months	\$ _____/Mon.	\$ _____
11	Park Restrooms	\$	12 Months	\$ _____/Mon.	\$ _____
12	Portal Park Building	\$	12 Months	\$ _____/Mon.	\$ _____

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ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/year
13	Quinlan Community Center/History Museum Building	\$	12 Months	\$ _____/Mon.	\$ _____
14	Senior Center Building	\$	12 Months	\$ _____/Mon.	\$ _____
15	Service Center Building	\$	12 Months	\$ _____/Mon.	\$ _____
16	Sports Center Building	\$	12 Months	\$ _____/Mon.	\$ _____
17	Wilson Park Building	\$	12 Months	\$ _____/Mon.	\$ _____
18	M-F Day Porter	\$	12 Months	\$ _____/Mon.	\$ _____
19	Call Back For Unscheduled or Emergency Cleaning (2 hours per month)	\$	12 Months	\$ _____/Mon.	\$ _____
20	Unscheduled Carpet Cleaning (50 square feet per month)	\$	12 Months	\$ _____/Mon.	\$ _____
TOTAL/ YEAR:\$ _____					
Alt. No. 1	Sa-Su Day Porter	\$	12 Months	\$ _____/Mon.	\$ _____

Total Annual Bid Price (excluding Alternate No. 1):

(Words)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____

Expiration Date: _____

_____ Where incorporated, if applicable

_____ Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts: _____

Telephone Number(s): _____

_____ Typed Full Name:

Fax Number(s): _____

E-Mail Address: _____

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ as Principal, and the undersigned as Surety, are held and firmly bound unto the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City"), as obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City Project Number

2015 JANITORIAL SERVICES

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Performance Bond, Fidelity Bonds, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2015.

(Corporate Seal)

By

Principal

(Corporate Seal)

By

Surety

Attorney in Fact

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS

2015 JANITORIAL SERVICES

Bidder's Full Corporate Name: _____

Bidder's Legal Structure

- _____ Sole Proprietor
- _____ Partnership
- _____ Non-Profit 501 C3
- _____ Corporation
- _____ other, please explain _____

Bidder's Contract License Number _____

Bidder's Federal I.D. Number _____

Bidder's Mailing Address _____

Bidder's Street Address _____

Owner of Bidder's Company _____

Bidder's Contact Person _____

Bidder's Phone _____, Fax _____, Email _____

(Bidder shall identify each partner and/or member of the Joint Venture, and their roles and responsibilities, if a Joint Venture are proposed.)

INSTRUCTIONS FOR THE SUBMITTAL OF THE STATEMENT OF QUALIFICATIONS

- Place the Statement of Qualifications Section with all required materials in Envelope "B". **Do not place the SOQ in the same envelope as the Bid Proposal (Envelope "A").**
- Submittal of the Statement of Qualifications envelope is required at the same time as the Bid Proposal. The Bid Proposal envelope will not be opened if the Statement of Qualifications envelope is not received at the same time. **The two envelopes containing the sealed Bid Proposals and sealed Statement of Qualifications will be received in the City Clerk's office, until 2:00PM on June 2, 2015.**
- The City will open only Bid Proposal Envelope "A" at the public bid opening. The Statement of Qualifications Envelope "B" for all bidders will be opened by the City at a later time, checked for compliance with the requirements and evaluated. City will notify all Bidder(s) of any deficiencies found and will provide Bidder(s) the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

GENERAL BIDDER EXPERIENCE

Any explanation requested by a Bidder regarding the meaning or interpretation of this Document must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

Bidders shall complete the entire Statement of Qualification and submit it with the bid proposal documents. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.

The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the **SOQ** meets City's requirements. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the **Bidder** has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

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Bidder's compliance with the minimum qualification requirements of this Document will also be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.

The Contract will require Bidder to provide janitorial services, all in accordance with the scope of Work set forth in the Contract.

PART A

BIDDER'S GENERAL QUALIFICATIONS

1. Does Bidder have at least five years of experience as a continuously operating entity engaged in the performance of similar work? Yes _____ No _____
2. Has Bidder, within the past 5 years, completed 3 projects of a similar nature and complexity with a contract amount of at least \$450,000 each? Yes _____ No _____
3. Does Bidder have a minimum of \$4,000,000 in the aggregate for liability insurance coverage? Yes _____ No _____
4. Has Bidder been "default terminated" by an owner (i.e. not for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes _____ No _____
5. Has Bidder been determined to have violated any environmental or safety laws giving rise to civil or criminal penalties at any time during the last four years? Yes _____ No _____

Bidder will be immediately disqualified if any answer to questions 1, 2, 3 or 4 is No.

Bidder will be immediately disqualified if any answer to questions 5, is Yes.

BONDS

Demonstrate ability to provide required performance and payment bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A, Class 7 or better or that is otherwise acceptable to the City and that the surety has agreed to provide Bidder with the required performance bonds in accordance with the requirements set forth in the Contract Documents. Such performance bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

Bonding Capacity - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____

No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

Surety Letter Attached? YES _____ NO _____

INSURANCE

Demonstrate ability to provide required insurance. Bidder shall complete this form providing required insurance companies having a financial rating from A. M. Best Company of **A, Class 7** or better or that is otherwise acceptable to the City and the coverage's and amounts specified in the Contract Documents. Insurers must be licensed to do business in the State of California.

In order to register to undertake work for the City of Cupertino, **Bidder** must provide the following:

Fill out this registration form completely.

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

Coverage Amount: Per Occurrence: \$ _____ A.M. Best Rating: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

City of Cupertino
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A.M. Best Rating: _____

Coverage Amount: Per Occurrence: _____ Per Aggregate: _____

Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Coverage Amount Per Occurrence: _____

If Bidder has had the general liability carrier identified in this Document (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the past 5 years

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____

If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

PART C

DETAILED BIDDER EXPERIENCE

The unique nature of this Project requires prior similar experience providing janitorial services by the Contractor and the Key Personnel assigned. Information below will be used to determine Contractor technical competence. Summarize similar project experience below and provide the detailed project information requested:

PROJECT NO. 1, OF SIMILAR NATURE AND COMPLEXITY, AT OR ABOVE \$450,000 IN PROVIDING JANITORIAL SERVICES WITHIN LAST 5 YEARS.

Project name	Janitorial Cost (\$)	Year completed	Name of Janitorial Project Manager	Name of Janitorial Service Project Scheduler

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Describe Scope of Work:

PART C

DETAILED BIDDER EXPERIENCE

PROJECT NO. 2, OF SIMILAR NATURE AND COMPLEXITY, AT OR ABOVE \$450,000 IN PROVIDING JANITORIAL SERVICES WITHIN LAST 5 YEARS.

Project name	Janitorial Cost (\$)	Year completed	Name of Janitorial Project Manager	Name of Janitorial Service Project Scheduler

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Describe Scope of Work:

PART C

DETAILED BIDDER EXPERIENCE

PROJECT NO. 3, OF SIMILAR NATURE AND COMPLEXITY, AT OR ABOVE \$450,000 IN PROVIDING JANITORIAL SERVICES WITHIN LAST 5 YEARS.

Project name	Janitorial Cost (\$)	Year completed	Name of Janitorial Project Manager	Name of Janitorial Service Project Scheduler

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Describe Scope of Work:

PART C

DETAILED BIDDER EXPERIENCE

Technical Competence, Experience, Past Performance, & Business Operations
(Additional sheets may be attached)

1. Number of years of continuous business operation performing janitorial service?
_____ years.

a. Is your company a:
() CORPORATION () PARTNERSHIP () INDIVIDUALLY OWNERD

2. Describe your business base in the immediate geographical area (50 mile radius from Cupertino City Hall). Attach additional sheets as necessary.

3. Provide the TOTAL NUMBER of square feet receiving janitorial services by your company under your current contracts.

_____ 1 million plus sq.ft. _____ 500,000 to 999,999 sq.ft.
_____ 250,000 to 499,000 sq.ft. _____ 100,000 to 249,000 sq.ft.
_____ 50,000 to 99,999 sq.ft. _____ 20,000 to 49,999 sq.ft.
_____ 8,000 to 19,999sq.ft. _____ under 7,999 sq.ft.

4. How many full-time employees do you currently have? _____

5. How many supervisors? _____

a. How many supervisors have:
Less then 3 years supervisory experience _____
3-5 years supervisory experience _____
More than 5 years supervisory experience _____

6. Effective communication between Contractor's employees and City staff is required. How will you address this requirement? (attach additional sheets as necessary)

a. For Supervisors:

b. For janitorial staff:

7. Describe frequency, types, and amount for training for:
Initial training – new employees

Ongoing training – current staff

Describe how you will meet the training requirements of the Technical Provisions (Document 00850) regarding Environmentally Required Janitorial Services, Cleaners, Methods and Supplies

Operation Plan

1. Provide an organization chart outlining your management hierarchy (attach).
2. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

3. Describe your implementation/start up plan(s) for this proposal.

2. Describe how your company provides relief personnel for employees who do not show up for work.

3. Describe how you would handle the Contract Management process.

4. Describe your commitment to maintaining City facilities per the specification and following the instructions provided.

5. Describe resources of back up staffing, emergency work.

Financial Condition

Contractor shall submit independently audited annual financial statements consisting of a current balance sheet and income and expense statement, and related consolidated statement of operations.

END OF DOCUMENT

DOCUMENT 00455**INSURANCE**

- A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to City satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last phase completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury, and \$1,000,000 each occurrence Property Damage.
3. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount, \$1,000,000 each occurrence.
- B. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must have an A. M. Best Company rating of A, 7 or better or otherwise acceptable to the City. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.
- C. Required Endorsements: The policies required under this Document shall be endorsed as follows:
1. Name the City of Cupertino, a Municipal Corporation of the State of California, its City Council, and their employees, representatives, consultants (including without limitation Consulting Engineer), and agents, and Engineers, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under this Document.
 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all additional insureds, as well as other insurance carriers for the Work.
- D. Certificates of insurance and endorsements shall be on forms provided in Document 00530, (Insurance Forms) have clearly typed thereon City Project Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City (Attention: Roger Lee) at the address listed in Document 00520 (Contract), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City’s request, Contractor shall submit to City, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City, City may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay compensation, City may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City.
- G. Nothing in this shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- H. Except that Subcontractors need to obtain coverage of not less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to City within ten Days of City's request.
- I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - 1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - A. Provided such insurance is customarily required by City when professionals engaged in the profession practiced by Professional directly contract with City, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - B. All insurance required by paragraphs A.1, A.2 and A.4 of this Document. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.
 - C. If required by City, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to City.

END OF DOCUMENT

DOCUMENT 00457**PROPOSED STAFFING SCHEDULE**

Size of crews (number of people) who will be providing janitorial services at each location. Fill out separate sheet for subcontractors.

ITEM	LOCATION	SIZE OF CREW (# OF PEOPLE)	HOURS PER DAY (TOTAL FOR CREW)
1	STREET SIDE CONTAINERS		
2	BLACKBERRY FARM/ RETREAT BUILDING		
3	CITY HALL BUILDING		
4	COMMUNITY HALL BUILDING		
5	CREEKSIDE PARK BUILDING		
6	McCLELLAN RANCH ENVIRONMENTAL EDUCATION CENTER		
7	GOLF COURSE RESTROOMS		
8	LIBRARY BUILDING		
9	McCLELLAN RANCH BUILDING & MUSEUM		
10	MONTA VISTA RECREATION & PRESCHOOL BUILDING		
11	PARK RESTROOMS		
12	PORTAL PARK BUILDING		
13	QUINLAN COMMUNITY CENTER/HISTORY MUSEUM BUILDING		
14	SENIOR CENTER BUILDING		
15	SERVICE CENTER BUILDING		
16	SPORTS CENTER BUILDING		
17	WILSON PARK BUILDING		

END OF DOCUMENT

DOCUMENT 00457-1

DOCUMENT 00460**SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**

The undersigned Bidder represents that, if awarded the Contract, the manufacturers or suppliers will supply the items of major equipment and materials specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid. Refer to the Environmentally Required Janitorial Services, Cleaners, Methods and Supplies in the Technical Provisions (Document 00850) for additional requirements. Preferred method of vacuuming is with an upright with a beater bar or backpack with prior approval. Bonnet method of carpet cleaning is not allowed on any city carpets.

Item	Specifications	Manufacturer or Supplier
Paper Towel	Minimum 40-60% post-consumer content, unbleached or processed chlorine free	
Toilet Tissue	Minimum 20-60% post-consumer content, unbleached or processed chlorine free.	
Seat Covers	Minimum 40% post-consumer content	
All Purpose Cleaner: Window Cleaner, Bathroom Cleaner, and Cleaner/Degreaser	Meet or been certified as meeting Green Seal and Institutional Cleaners Standard (GS-37)	
Hand and Liquid Soap	Not antibacterial, Ph between 6 and 8.5, meet National consensus based-criteria.	
Furniture and Wood Polish	Meet National consensus-based criteria, similar to Green Seal (GS-37)	
Carpet Cleaner	Meet or be certified as meeting Green Seal and Institutional Cleaners Standards (GS-37) and comply with California Code of Regulations for maximum allowable VOC content levels.	
Floor-Care Products	Finishes & Strippers: Meet or be certified as meeting Green Seal and Institutional Floor-Care Product Standard (GS-40).	
Disinfectant	Certified Green Seal and Instructional Cleaners Standard, (GS-37), except biodegradability.	
Plastic Trash Bags	Minimum 10-100% post-consumer content.	
Brass	"NEVR DULL" or equivalent.	
Granite Floor	Clean Source Daily Cleaner/Conditioner or approved equal.	
Wood Floor	Surtec FP 575 Hi Solids Floor Finish; Surtec ST237 Ultra Strip Super conc.; Surtec HC 150 Heavy Duty Cleaner. (Surtec System 1-800-877-6330)	
Rubber Flooring	Tuflex TC-1 Cleaner, TF-2 Finish & TF-3 Stripper as per manufacture recommendations. (Tuflex System 1-800-543-0390) http://www.roppe.com/documents/tuflex/Maintenance%20Tuflex%20Tile.pdf	

SIGNATURE

DATE

DOCUMENT 00460-1

DOCUMENT 00481

Non-Collusion Affidavit
Public Contract Code §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is
[Office of Affiant] of _____ [Name of Bidder], the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by contract, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the City of Cupertino, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 2015

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

**2015 CONTRACTUAL
JANITORIAL SERVICES**

The undersigned Bidder certifies to the City of Cupertino as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

Janitorial services of routine nature are excluded from prevailing wage requirements.

4. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

5. CERTIFICATION REGARDING PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the City will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____, 2015

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00510
NOTICE OF AWARD

Dated : _____

TO: _____
ADDRESS: _____
CONTRACT NO.: _____
CONTRACT FOR: _____

**2015 CONTRACTUAL
JANITORIAL SERVICES**

The Contract Sum of your contract is _____ Dollars (\$ _____).

1. Three copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award.
2. You must comply with the following conditions precedent by the 10th Calendar Day following the date of this Notice of Award, that is, by _____, _____.
 - a. Deliver to City three fully executed counterparts of Document 00520 (Contract). Each of the Contract Documents must bear your signature on the cover page.
 - b. Deliver to City three original Document 00610 (Construction Performance Bond), executed by you and your surety in an amount equal to four (4) months of the contract price.
 - c. Deliver to City three original Fidelity Bonds, executed by you and your surety in an amount equal to \$5,000.00 for each and every employee performing work on City owned property.
 - d. Deliver to City three original set of the insurance certificates from Document 00530 (Insurance Forms) with endorsements required under Document 00700 (General Conditions).
 - e. Deliver to City four original copies of Document 00630 (Guaranty), each executed by you
 - f. Coordinate and satisfactory complete city security clearance for all assigned personnel.
3. Failure to comply with these conditions within the time specified will entitle City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in paragraph 2 of this Document 00510, City will return to you one fully signed counterpart of Document 00520 (Contract) with the Contract Documents.

THE CITY OF CUPERTINO, a Municipal Corporation of the State
of California ("City")

BY: _____

ITS: _____

AWARDED _____, 2015

by City Council of the City of Cupertino.

END OF DOCUMENT

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ____ day of _____, 2015, by and between _____
[Name of Contractor] whose place of business is located at _____, _____ [Address of Contractor] (“Contractor”), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California (“City”) acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the ____ day of _____, 2015 awarded to Contractor the following Project:

**PROJECT NUMBER
2015 JANITORIAL SERVICES**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

ARTICLE 1. WORK

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with these Specifications and all other terms and conditions of the Contract Documents.

ARTICLE 2. AGENCY AND NOTICES TO CITY

2.1 City has designated Roger Lee, Assistant Director of Public Works to act as City’s Authorized Representative(s), who will represent City in performing City’s duties and responsibilities and exercising City’s rights and authorities in Contract Documents. City may change the individual(s) acting as City’s Authorized Representative(s), or delegate one or more specific functions to one or more specific City’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City’s Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

2.2 All notices or demands to City under the Contract Documents shall be to City’s Authorized Representative at: 10555 Mary Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES

3.1 Contract Time.

The Contract Time will commence to run on July 01, 2015. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

The term of this contract shall be three (3) years from the start date of the contract. The City shall retain the option to extend the term of the contract on a year-to-year basis not exceeding two (2) years from the expiration date of the original term, for a possible total of four (5) years.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer inefficiency in the form of lost production expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

- 3.2.1 The CONTRACTOR shall diligently prosecute the work to completion as scheduled in the Technical Provisions. The Contractor further understands that he shall pay to the City of Cupertino One Hundred Fifty Dollars (\$150.00) per day, for each and every occurrence that a service item (task as specified in the Technical Provisions) is not completed within the required times per facility. The Contractor further understand that he shall pay to the City of Cupertino One Thousand Dollars (\$1000.00) per day, for each and every occurrence were all the services at a facility were not completed within the required times per facility. This does not relieve the Contractor from his responsibilities of completing the required services that were not completed as scheduled. Any service not completed as scheduled shall be completed as soon as possible and at the Contractor's expense.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

Contractor should be aware that California Department of Fish and Game, and other State and Federal agencies, may also levy fines and penalties for the harming, harassing or killing of protected wildlife and endangered species. Contractor hereby agrees to become familiar with and adhere to wildlife and endangered species protection requirements.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 4. CONTRACT SUM

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in the completed Schedule of Bid Prices (Document 00400)

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the various City owned buildings and other locations requiring janitorial services and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may

be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.
- 5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in document 00340 (Subcontractors List)

ARTICLE 6. CONTRACT DOCUMENTS

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

- Document 00400 Bid Form
- Document 00411 Bond Accompanying Bid
- Document 00430 Subcontractors List
- Document 00450 Statement of Qualifications
- Document 00455 Insurance
- Document 00457 Proposed Staffing Schedule
- Document 00460 Schedule of Major Equipment and Materials Suppliers
- Document 00481 Non-Collusion Affidavit
- Document 00482 Bidder Certifications
- Document 00505 Notice of Intent to Award
- Document 00510 Notice of Award
- Document 00520 Contract
- Document 00530 Insurance Forms
- Document 00550 Notice to Proceed
- Document 00610 Construction Performance Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Special Conditions
- Document 00821 Insurance
- Document 00822 Apprenticeship Program
- Document 00850 Technical Conditions
- Addenda(s)

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Documents 00320 (Geotechnical Data, Hazardous Material Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference(or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.7 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, and Chapter 5.
- 7.8 Contractor and all subcontractors shall comply with the Uniform Administrative Requirements for State and Local Governments set forth in the Code of Federal Regulations (CFR), Title 49, and Part 18. In addition, the Contractor agrees to comply with the cost principles and procedures set forth in Office of Management and Budget Circular A-87. The Contractor agrees that a reference to either Office of Management and Budget (OMB) Circular A-87of the Code of Federal Regulations, Title 49, Chapter 1, Part 31, whichever is applicable, and the Code of Federal Regulations, Title 49, Part 18, will be included in any subcontracts entered into as a result of this contract.

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written

2015 CONTRACTUAL JANITORIAL SERVICES

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the State of California

CONTRACTOR:
[_Contractor's name_]

Attest:

By: _____
[Signature]

City Clerk: Grace Schmidt

[Please print name here]

Approved as to form by City Attorney:

Title: _____
[If Corporation: Chairman , President, or Vice President]

City Attorney:

By: _____
[Signature]

I hereby certify, under penalty of perjury, that David Brandt, City Manager of the City of Cupertino was duly authorized to execute this document on behalf of the City of Cupertino by a majority vote of the City Council on:

[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

Dated: _____

State Contractor's License No. Classification

David Brandt, City Manager of the City of Cupertino, a Municipal Corporation of the State of California

Expiration Date

Designated Representative:

Taxpayer ID No. _____

Name: Roger S. Lee
Title: Assistant Director of Public Works
Address: 10555 Mary Ave., Cupertino, CA 95014

Name: _____
Title: _____
Address: _____

Phone: 408-777-3350
Facsimile: 408-777-3399

Phone: _____
Facsimile: _____

AMOUNT: \$
ACCOUNT NUMBERS:
FILE NO.:

NOTARY ACKNOWLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDGEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED

END OF DOCUMENT

DOCUMENT 00530

INSURANCE FORMS

INSURANCE FORMS INSTRUCTIONS

FOR ITEMS 3, 4 AND 5, THE FORMS PROVIDED BY THE CITY OF CUPERTINO MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by Contractor.
2. Certificate of Insurance to the City of Cupertino - **must** be completed by the insurance agent or **must** provide a certificate on the company's form. They **must** contain the same information.
3. Endorsement of Additional Insured and Primary Insurance and Notice of Cancellation - **must** be signed by the insurance agent for general liability and automobile liability only.
4. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.
5. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.

INSURANCE AGREEMENT

- A. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker’s compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- B. Contractor and all subcontractors will carry worker’s compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City, the City’s officers, agents and employees and shall issue an endorsement to the policy evidencing same.
- C. Contractor shall carry at all times, on all operations hereunder, commercial general liability insurance, automobile liability insurance and builder’s all risk insurance. All insurance coverage shall be in amounts required by the City and shall be evidenced by the issuance of a certificate in a form prescribed by the City and shall be underwritten by insurance companies satisfactory to the City for all operations, sub-contract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting worker’s compensation coverage, shall name the City, its engineer, and each of its directors, officers, agents and employees, as determined by the City, as additional insured on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an “A” policyholder’s rating and a financial rating of at least Class VII in accordance with the current Best’s Guide Rating or that is otherwise acceptable to the City.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverage’s and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the City. Contractor shall maintain all of the foregoing insurance coverage’s in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the City by Contractor under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and having a Best’s Guide Rating of A, Class VII or better or that is otherwise acceptable to the City.

LIMITS

Worker’s Compensation & Employers’ Liability	In accordance with the Worker’s Compensation Act of the State of California – Worker’s comp “Statutory” per CA Law; Employers’ Liability \$1,000,000 per occurrence.
General Liability - commercial general liability; including provisions for contractual liability, personal injury, independent contractors and products – completed operations hazard.	Combined single limit of \$2.0 million per occurrence; \$4.0 million in the aggregate
Automobile Liability - comprehensive covering owned, non-owned and hired automobiles.	Combined single limit of \$1.0 million per occurrence.

_____ By: _____
 (Contractor’s Name)

_____ Dated: _____ 20__

BUILDER'S RISK "ALL RISK"

This is to certify that the following policy has been issued by the below-stated company in conformance with the requirements of the project documents and is in force at this time.

N/A

(Name of insurer)

Policy No. _____

Expiration Date _____

Limits of Liability: _____

Deductible: _____

=====

(agent's initial) A copy of all Endorsements to the policy(ies) which in any way
limit the above-listed types of coverage are attached to this

Certificate of Insurance.

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

IT IS HEREBY CERTIFIED that the above policy(ies) provides liability insurance as required by the Agreement between the City and the insured.

By: _____

Dated: _____ 20 ____

Attach Certificate of Insurance and Additional Insured Endorsement on company forms.

**ADDITIONAL INSURED ENDORSEMENT
and
ENDORSEMENT OF PRIMARY INSURANCE
and
NOTICE OF POLICY
CANCELLATION ENDORSEMENT**

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The City of Cupertino ("City") and its directors, officers, engineers, agents and employees, and all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees, and the State of California, and its officers, agents and employees, are hereby declared to be additional insured under the terms of this policy, but only with respect to the operations of the Contractor at or upon any of the premises of the City in connection with the Contract with the City, or acts or omissions of the additional insured in connection with, but limited to its general supervision or inspection of said operations.

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Cupertino ("City"). Such notice shall be addressed to the City as indicated below.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and these Endorsements, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

COMPREHENSIVE GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY ENDORSEMENT OF AGGREGATE LIMITS OF INSURANCE PER PROJECT

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____
5. Additional Insured: City of Cupertino, its directors, officers, agents and employees.

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____
Address: _____

Title: _____
Telephone: _____
Facsimile: _____

WAIVER OF SUBROGATION ENDORSEMENT WORKER'S COMPENSATION INSURANCE

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation against the City of Cupertino, and each of its directors, officers, agents, consultants and employees by reason of any payment made on account of injury, including death resulting there from, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____, 2015

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

**PROJECT NUMBER
2015 JANITORIAL SERVICES**

You are notified that the Contract Time under the above Contract will commence to run on JULY 1, 2015. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 00520 (Contract), the date of Final Completion for the entire Work is JUNE 30, 2018 with an extension up to JUNE 30, 2020, depending on the performance of the contractor.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, and comply with all requests of the City's safety officer.
2. Attend "start of service" conference.
3. Provide security clearance for each employee providing services to the contract.
4. Provide a complete list of products, including Material Safety Data Sheets that are approved for use.

CITY OF CUPERTINO, a Municipal Corporation of the State of California

By : _____

Its: _____

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND

THIS PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is four months of the total Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Janitorial Services Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Cupertino, a Municipal Corporation of the State of California ("City") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONTRACT:

**2015 CONTRACTUAL JANITORIAL SERVICES
PROJECT NUMBER**

at Cupertino, California.

DATED _____, 2015 ___ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Contract; or
 - 3.2.2 To a contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.

4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Contract, and, upon determination by City of the most qualified bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.
5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Contract for completion of the Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the

Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required there under, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary contracts under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Contract). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Contract.
 - 12.2 Contract: The contract between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
 - 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Contract.

END OF DOCUMENT

DOCUMENT 00615**INSURANCE**

- A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to City satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury, and \$1,000,000 each occurrence Property Damage.
3. All-Risk Course of Construction Insurance N/A for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws, water damage, flood, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed \$25,000. Each loss shall be borne by Contractor.
4. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount, \$1,000,000 each occurrence.
- B. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must have an A. M. Best Company rating of A, 7 or better or otherwise acceptable to the City. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.
- C. Required Endorsements: The policies required under this Document shall be endorsed as follows:
1. Name the City of Cupertino, a Municipal Corporation of the State of California, its City Council, and their employees, representatives, consultants (including without limitation Consulting Engineer), and agents, and Engineers, as additional insured’s, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under this document and A.3 of this Document 00821.(Endorsement of Aggregate Limits of Insurance Per Project)
 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all additional insured’s, as well as other insurance carriers for the Work.
- D. Certificates of insurance and endorsements shall be on forms provided in Document 00530, (Insurance Forms) have clearly typed thereon City Project Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Contract), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance

in full force and effect during entire period of performance of Contract Documents, for the following insurance in amounts not less than the amounts specified. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City's request, Contractor shall submit to City, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured's. If Contractor fails to maintain insurance, City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City, City may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay compensation, City may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City.
- G. Nothing in this Document 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- H. Except that Subcontractors need to obtain coverage of not less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to City within ten Days of City's request.
- I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - 1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - A. Provided such insurance is customarily required by City when professionals engaged in the profession practiced by Professional directly contract with City, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - B. All insurance required by paragraphs A.1, A.2 and A.4 of this Document 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.
 - C. If required by City, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to City.

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this _____ day of _____, 2015, by and between the **City of Cupertino** (“City”), and **(insert contractors name)** (“Contractor”), whose place of business is at ADDRESS, CITY, CA ZIP CODE.

RECITALS

- A. City and Contractor entered into Contract P.O. _____ (the “Contract”).
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages except as detailed in the contract documents:

Original Contract Sum	\$ XXXX
Modified Contract Sum	\$ XXXX
Payment to Date	\$ XXXX
Retention to Date	\$ XXXX
Liquidated Damages	\$ XXXX
Payment Due Contractor	\$ XXXX

- 2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of _____ Dollars and ___ Cents (\$____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants (including without limitation Consulting Cupertino), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 00650.
- 4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

NONE

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless the City of Cupertino, Santa Clara County, its Architect, any of their Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

THE CITY OF CUPERTINO,
a Municipal Corporation of the State of California

By: _____

Its: _____

ATTEST:

City Clerk

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

REVIEWED AS TO FORM:

City Attorney

_____, 20_____
Date

END OF DOCUMENT

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ABBREVIATIONS AND DEFINITIONS

Whenever in these Specifications and other Contract Documents the following abbreviations and terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS--General

AA	Aluminum Association
AAN	American Association of Nurserymen
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
CAEPA	California Environmental Protection Agency
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CLMFI	Chain Link Fence Manufacturers Institute
CO	Change Order
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
DHS	California Department of Health Services
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FS	Federal Specifications
HSC	California Health and Safety Code
I.D.	Identification
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
JATC	Joint Apprenticeship Training Committee

JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MSDS	Material Safety Data Sheet
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFIR	Request for Information Reply
RFP	Request for Proposals
RFS	Request for Substitution
RWQCB	California Regional Water Quality Control Council
SAE	Society of Automotive Engineers
SFM	State of California, Office of State Fire Marshal
SJI	Steel Joint Institute
SSPC	Steel Structures Painting Council
SWRCB	California State Water Resources Control Council
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
USEPA	United States Environmental Protection Agency
WCLB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

ABBREVIATIONS—in Specifications

AWG	American Wire Gauge
Accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	Diameter

EA	each
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
LS	lump sum
l.	liter (liters)
lbs.	pounds
M/m	meter (meters)
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
m ²	square meter
m ³	cubic meter
No.	number
o.c.	on centers
O.D.	outside diameter
Psi	pounds per square inch
Psf	pounds per square foot
sq.	square
T & G	tongue and groove
tonne	metric ton (1000 kg.)
U.S.	United States
yd.	yard (yards)

SYMBOLS in Specifications

[for consideration]

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, in that case it means and
“	inch (inches)
‘	foot (feet)
@	At

SYMBOLS in Drawings

As indicated therein.

DEFINITIONS

Acceptance: The formal written acceptance by City of a contract that has been completed in all respects in accordance with the Drawings and Specifications and any modifications thereof previously approved.

Addendum or Letter of Clarification: A change in the Specifications or Drawings issued prior to the opening of Bids.

Agency: City.

Alternate: Work added to or deducted from the Base Bid, if accepted by City.

Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

Approved, Directed, Ordered, or Required: Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by City is indicated.

Approved Equal: **Approved in writing by City as being of equivalent quality, utility and appearance.**

Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

Attorney or Attorney General: The attorney selected by City.

Bid: The offer or proposal of the Bidder submitted on the proscribed forms setting forth the prices for the Work to be performed.

Bidder: Any individual, firm, partnership, corporation or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bidding Documents: **All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.**

Board or Council: City's governing body, its City Council.

Business Day: **Same as a Calendar Day.**

By City: **Work that will be performed by City or its agents at the City's expense.**

By Others: **Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.**

Calendar Day: **Any Day of the year, without exception.**

Change Order: **A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:**

- a. a change in the Work;
- b. the amount of the adjustment in the Contract Sum, if any; and
- c. the amount of the adjustment in the Contract Time, if any.

Certified Hazardous Materials Testing Laboratory: A laboratory certified by the California Department of Health Services to perform specific chemical and physical analysis for hazardous materials.

Certified Industrial Hygienist: A professional who is certified by the American Council of Industrial Hygienists as trained to evaluate safety and health hazards and determine safety measures necessary for personnel working under hazardous conditions.

Chief Engineer: The Program Manager selected by City.

City: City of Cupertino, , a Municipal Corporation of the State of California.

City-Furnished, Contractor-Installed: **Items furnished by City at its cost for installation by Contractor at its cost under Contract Documents.**

City's Representative(s): **See Document 00520 (Contract).**

Claim: As defined in Section 9 of this Document 00700.

Code: Codes of the State of California, including but not limited to, Government Code, Labor Code, etc.

Concealed: **Work not exposed to view in the finished Work, including within or behind various construction elements.**

Contract: (Document 00520): Contract is the basic agreement document that binds the parties to construction Work. Contract defines relationships and obligations between City and Contractor and by reference incorporates Standard Provisions, Special Provisions, Drawings and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

Construction Change Directive (CCD): A letter, signed by the City's Director of Public Works, or his designated representative, directing the Contractor to proceed with additive or deductive changes to the contract when that Work or its value is contested by the Contractor. The Work, as directed by a Construction Change Directive, will be completed under the terms of Force Account as explained in Document 00700, General Conditions.

Construction Equipment: Equipment used for the performance of Work but not incorporated into the project.

Construction Manager: **See Document 00520 (Contract) (if this term is used).**

Consulting Engineer: See Document 00520 (Contract) (if this term is used).

Contract or Contract Documents: The written agreement between Contractor and City consisting of the Contract Documents as defined in the Document 00520 (Contract).

Contract Modification: **Either:**

- a. a written amendment to Contract signed by Contractor and City; or
- b. a Change Order.

Contract Prices: The prices for the Work set forth in the Contract. Contract Price (or Contract Sum) shall mean the aggregate price for all Work set forth in the Contract.

Contract Sum: The sum stated in the Contract and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

Contract Time: The number of days for Substantial Completion and/or Final Completion the Work including any milestones specifically identified in the Contract.

Contractor: The entity or person entering a contract with City.

Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

Controlling Item of Work: Any feature or combination of features of the Work, which if delayed, will delay the time of completion of a contract. Also known as critical work or critical path work.

County: The County of Santa Clara, State of California.

Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the judge of whether Work is defective.

Department: City.

Director or Director of the Department of Transportation: City's City Public Works Director.

District: City.

Division: City.

Drawings: The official drawings, Working drawings, detail drawings, and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are to be considered as part of the Contract.

Engineer or Engineer of the Department of Transportation: City of Cupertino and any designated person or entity by City

Equal: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.

Equipment: Equipment incorporated or to be incorporated into the project.

Exposed: **Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.**

Field Authorization (FA): **An authorization issued by City to Contractor to allow additive or deductive work to proceed when Change Order process time may delay the Work.**

Final Acceptance: **City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents.**

Final Completion: Shall be achieved when the entire work is complete, except for minor punch list items, as determined by City.

Fixed Costs: Any necessary labor, material, and equipment costs directly expended on the item or items under consideration, which remain constant regardless of the quantity of Work done.

Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

Furnish: **Supply only, do not install.**

Hazardous Material: (A) Any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including, but not limited to response, removal, and remediation costs) or standards of conduct or performance concerning any hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or as otherwise dangerous waste, substance or material; (B) any substance, product, waste, or other material of any nature whatsoever whose presence in and of itself may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of a state or federal court; (C) any substance without limitation, which contains petroleum or crude oil, including but not limited to, petroleum and petroleum products.

Hazardous Waste: Any substance or material, as defined in the California Hazardous Waste Control Act, Health and Safety Code Section 25, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

Indicated: **Shown or noted on the Drawings.**

Install: **Install or apply only, do not furnish.**

Laboratory: The independent testing organization or organizations selected by City.

Latent: **Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Provisions.**

Law: **Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions**

Liquidated Damages: The amount stated in Document 00520 (Contract), to be paid to City or to be deducted from any payments due or to become due Contractor as provided in the Contract Documents.

Material: **This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.**

Milestone: **A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.**

Modification: **Same as Contract Modification.**

Not in Contract: **Work that is outside the scope of Work to be performed by Contractor under Contract Documents – shown as NIC.**

Notice of Completion: **Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.**

Off Site: **Outside geographical location of the Project.**

Northern Region: City.

Office of Materials and Foundations: Laboratory.

Office of Structure Design: When specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to the Resident Engineer.

Owner: City.

Partial Utilization: *Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.*

PCBs: *Polychlorinated byphenyls.*

Personnel Protection: Equipment and procedures, which minimize human exposure to regulated materials, hazardous materials, hazardous wastes, or unsafe situations.

Phase: *A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Contract).*

Plans, Construction Plans: The Drawings.

Product Data: *That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.*

Progress Report: *A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document 00700 (General Conditions).*

Project: The erection, construction, alteration, repair, or improvement to be accomplished under the Contract and performing the Work.

Project Float: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.

- A. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
- B. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

Project Manual: *Project Manual consists of Bidding Requirements, Contract, Bonds, Certificates, Standard Provisions and Special Provisions, and Specifications.*

Project Record Documents: *All Project deliverables required under Section 00700, including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.*

Provide: Furnish and install.

Reasonable Accuracy: Within the tolerances as shown on the Drawings or indicated in the Specifications.

Regulated Material: Any substance or combination of substances for which federal, state, or local regulations require special management, storage, disposal or handling practices. This shall include, but not be limited to, materials defined as: Hazardous Materials and Waste; Designated Wastes (CCR, Title 23, Section 23-2522); and Special Waste (CCR, Title 22, Section 22-66195).

Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.

Request for Proposals ("RFP"): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents.

Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.

RFI-Reply: A document consisting of supplementary details, instructions, or information issued by City that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.

Remediation: Restoration of the contaminated soil, groundwater, or other materials to its pre-contaminated level or to a level acceptable to City and local, state and federal agencies.

Resident Engineer: Authorized representative for the City. Also identified as Engineer.

Responsible Bidder: A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work.

Samples: Physical examples of materials, equipment, or workmanship that is representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Section: A numbered portion of a title section of the Specifications.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Shown: As indicated on Drawings.

Site: The particular geographical location of Work performed pursuant to Contract Documents.

Specifications: The directions, provisions and requirements contained in the Contract Documents, including but not limited to, the State Specifications, Special Provisions, and Technical Provisions.

Standard Plans: The Standard Plans, Metric, of the State of California Department of Transportation, July 2004.

State: City.

State Furnished Materials: Materials furnished by City.

State of California: City except where in the context of the Contract Documents it is clear the reference is to the State of California.

State Specifications (or Standard Specifications): See Section 1.05 in this Document 00700.

Special Conditions or Special Provisions: Document 00800 (Supplemental General Conditions) and Document 00805 (Supplemental Conditions – Hazardous Materials) (if included).

Standard Provisions: Document 00700 (General Conditions)

Subcontractor: An entity or person contracting with Contractor or another subcontractor to perform any portion of Work.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion and can be utilized for the purpose for which it is intended.

Supplemental Instruction: A written directive from City to Contractor ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

Supplier/Vendor: A person or entity that has a direct contract with the Contractor or a Subcontractor to provide, fabricate, deliver or install materials, products or assemblies.

Technical Provisions: Provisions and or clauses specific to the Work of the Project, generally found in Sections 10 thru 95 of the State Specifications.

Testing and Special Inspection Agency: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

Ton: 2,000 pounds avoirdupois.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Contract).

Work: The entire completed construction of the Work or of the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing administrative services, labor and professional services, furnishing and incorporating materials and equipment into the construction, and performing or furnishing construction services and furnishing documents, all as required by the

Contract Documents including the Plans and Specifications. Wherever the word “work” is used, rather than the word “Work”, it shall be understood to have its ordinary and customary meaning.

Work Day: All Days, other than Saturdays, Sundays, and public holidays, unless specifically modified to the contrary.

Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of City. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.

Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

SECTION 1. INTERPRETATION OF CONTRACT

1.1 Precedence of Contract

In resolving conflicting requirements between the Contract Documents order of precedence shall be as follows:

- A Change orders
- B Addenda or Letters of Clarification
- C Document 00520 (Contract)
- D Special Conditions
- E Technical Specifications
- F Drawings
- G General Conditions
- H State Specifications
- I State Standard Plans

With reference to the Drawings:

- A Figures govern over scaled dimensions
- B Detail drawings govern over general drawings

1.2 Clarification of Contract

Should it appear that the work to be done or any of the matters relative thereto is not sufficiently detailed or explained in the Specifications or on the Drawings, or if Contractor discovers during the course of the Work any discrepancies between the Contract Drawings and conditions in the field, or any errors or omissions in the Contract or in the layout given by stakes, points, or instructions, the bidder or Contractor shall apply in writing to City for such further explanations as may be necessary and shall conform to them as part of the Contract. Any work done after such discovery until authorized by City, will be done at Contractor’s risk.

All corrections of readily apparent errors or omissions in the Contract may be made by City when such corrections are necessary for the proper fulfillment of their intention as construed by City. The misplacement, addition, or omission of any word, letter, figure, or punctuation mark which has no substantive legal effect will in no way change the due spirit, intent, or meaning of Contract.

1.3 Contract Documents Complementary

Any part of the Work not shown on the Drawings or described in these Specifications but which is reasonably or ordinarily implied by either, shall be furnished and installed by Contractor as if fully

described in these Specifications and shown upon the Drawings. All disputes shall be administered under Section 9 herein.

1.4 Contract Interpretation

In the event of any doubt or questions arising respecting the true meaning of the Contract, reference shall be made in writing to City, whose decision thereon shall be final.

1.5 State Specifications

Not applicable

1.6 Conflicts Involving State Specifications

Not applicable

SECTION 2. SECURITY CLEARANCE, BONDS AND INSURANCE

2.1 Security Clearance

- i. All personnel assigned to work in the City of Cupertino must have successfully passed a background check.
- ii. At least two (2) weeks prior (needed to allow completion of a security background clearance check) to an employee being assigned to work, they must provide one (1) a valid California identification and (2) finger prints to be taken by Santa Clara County Sheriff. No employee who fails the security clearance shall be admitted on the premises. Cost of background check shall be borne by Contractor in the amount of \$52.00 per employee, payable to the City of Cupertino.
- iii. Contractor will be charged actual costs for each replaced lost key. Depending on the level of key lost, this charge may exceed \$1000.
- iv. In case of an emergency, Contractor may assign personnel who do not have a security clearance who either (1) have an equivalent security clearance from another public agency that is approved by the Santa Clara County Sheriff or (2) are escorted at all time by City personnel, and the Contractor reimburses the City for costs incurred by the City in providing the escort personnel.

2.2 Contractor's Insurance

A General

Contractor shall not perform Work under this Contract unless all insurance required by this Section has been obtained; and such insurance and insurers have been approved by City; and such insurance remains in full force and effect. Approval of insurance by City shall neither relieve nor decrease the liability of Contractor hereunder. Any delay in performing Work caused by Contractor's failure to comply with the insurance requirements specified in these Specifications, is the responsibility of Contractor. Failure by Contractor to maintain all required insurance at all times during the performance of this Contract, and until Final Acceptance by City, shall constitute a material breach of this Contract and shall not be a basis for a time extension.

For insurance requirements and forms see Document 00821 and 00530.

B Workers' Compensation and Liability Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole cost and expense, keep in force at all times during the performance of this Contract, and until Acceptance by City, the following minimum insurance coverage's, unless otherwise specified in the Special Provisions:

For insurance requirements and forms see Document 00821 and 00530.

C Insurance on Work and Materials

Contractor shall secure and maintain such direct damage insurance against such perils as Contractor may deem necessary to protect the Work called for in this Contract including Work completed, material in place or to be used in the performance of this Contract and such other miscellaneous items as may be necessary to the performance of this Contract.

For insurance requirements and forms see Document 00821 and 00530.

D Certificates of Insurance

Contractor shall furnish certificates of insurance to City for all required insurance coverage's.

For insurance requirements and forms see Document 00821 and 00530.

2.3 Contractor's Bonds

A Filing of Bonds

At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with City the following bonds:

1. Corporate surety bond, in the form of Document 00610 (Performance Bond), in the penal sum of four months total contract value of Contractor's Bid as accepted, to guarantee faithful performance of the Work; and
2. Fidelity bonds in the amount of \$5,000 for each and every employee working on City property.

B Surety Qualifications

Sureties shall be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of B+,VII or better.

SECTION 3. SCOPE OF WORK

3.1 Work to be Done

The Work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, janitorial service equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein, to be furnished by City or from sources provided by City, which are required to maintain in a good and worker-like manner all the work herein specified. The intent of the specifications is to describe the details for the janitorial services, which Contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of first class quality are to be used.

Bidder should take particular notice that any and all items of Work, called for in the Contract Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as, all safety requirements, or work and materials required to provide public convenience.

See Document 00800 for more detail of work and requirements.

3.2 Cleaning

Not applicable

Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall have the option to dispose of non-hazardous material resulting from the Work at the City of Cupertino Service Yard located at 10555 Mary Avenue.
2. If contractor elects not to dispose of material at the Service Yard all waste materials shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.

3.3 Change in Work

A General

City may, at any time or from time to time, order additions, deletions, or revisions in the Work, any portion of the Work, unit price item, or the Contract Time. These changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, the adjustment of Contract Time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by City. Upon receipt of an approved contract change order, Contractor shall proceed with the ordered work. If ordered in writing by the City, Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In those cases, City will, as soon as practicable, issue an approved contract change order for the ordered work and, if the parties cannot agree, then the contract claims procedure in Section 9 shall apply. When the compensation for an item of work is subject to adjustment, Contractor shall, furnish City with adequate detailed cost data for that item of work showing actual costs incurred with direct costs, indirect costs, and any overhead claims. If Contractor requests an adjustment in compensation for an item of work as provided herein, the cost data shall be submitted with the request.

Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

Only Contractor or City may initiate changes in scope of Work or deviation from Contract Documents.

Contractor may only initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.

Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City and it's Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City's discretion, such costs may be deducted from progress payments or final payment.

City may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

City may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

City may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City only.

B Procedures

1. Cost Proposal and Procedures:

Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City for consideration a Cost Proposal using the forms approved by the City. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in this section. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.

If City accepts a Cost Proposal, City will prepare Change Order for City and Contractor signatures.

If Cost Proposal is not acceptable to City because it does not agree with cost and/or time included in Cost Proposal, City will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document, Contractor shall have seven Days in which to respond to City with a revised Cost Proposal.

When necessity to proceed with a change does not allow the City sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

2. Request for Information (RFI):

Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided by City. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors. RFI received after 12:00 pm will be considered as received the following day, for Fridays, the following day will be considered to be Monday.

If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.

If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City in writing within seven Days after receiving the response. If City disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in this Document and submit its Claim within 30 days. If City agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

3.311 Field Authorization (FA):

A letter issued and signed by the City's Director of Public Works, or his designated representative, authorizing the Contractor to proceed with additive or deductive changes to the contract, exclusive of time

extensions, which value does not exceed \$50,000, which will become a part of a subsequent Contract Change Order. The Field Authorization is issued during the course of janitorial services when it is known or believed that the changes in the Work being requested cannot be processed in a timely way as a Contract Change Order without risk of causing a delay to the project. The contractor cannot include work performed under a Field Authorization in an Application for Payment until the Field Authorization is fully incorporated into an approved Contract Change Order.

3.32 Supplemental Instruction:

City may issue Supplemental Instruction to Contractor. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to City within 21 Days of receiving the Supplemental Instruction.

3.321 Construction Change Directives (CCD):

If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within 10 Days. Contractor's response must be any one of following:
Return CCD signed, thereby accepting City's response, time and cost. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests. Give notice of intent to submit a Claim as described in this Document and submit its Claim with 30 days. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods: Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Unit prices stated in the Contract Documents or subsequently agreed upon. Cost to be determined in a manner agreed.
CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in this Section. Pending final determination of cost to City, amounts not in dispute may be included in **Applications for Payment**. The amount of credit to be allowed by Contractor to City for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

3.33 City Requested RFP:

Contractor shall furnish a Cost Proposal within 21 Business Days of City's RFP. Upon approval of RFP, City will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City may either issue a CCD or decide the issue per the claims section of this Document. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

3.34 Differing Site Conditions:

Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing Site conditions encountered in the execution of the Work pursuant to section 3 of this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

3.35 Hazardous Waste Conditions:

Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

3.36 All Changes:

Documentation of Change in Contract Sum and Contract Time:

Contractor shall maintain detailed records of Work performed on a time-and-material basis.

Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal. Contractor shall, on request, provide additional data to support computations for:

- a. Quantities of products, materials, labor and equipment.
- b. Taxes, insurance, and bonds.
- c. Overhead and profit.
- d. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
- e. Credit for deletions from Contract, similarly documented.
- f. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
- g. Credit for deletions from Contract, similarly documented.
- h. Origin and date of claim.
- i. Dates and times Work was performed and by whom.
- j. Time records and wage rates paid.
- k. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

3.361 Correlation of Other Items:

Contractor shall revise Schedule of Values and **Application for Payment** forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period. Contractor shall revise the Progress Schedules prior to the next monthly pay period. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

3.362 Responses:

For all responses for which the Contract Documents, including without limitation this Document, do not provide a specific time period, recipients shall respond within a reasonable time.

3.370 Allowable Quantity Variations

Increases or decreases in the quantity of a Contract item of Work for unit price items will be determined by comparing the actual pay quantity of an item of Work with the approximate quantity in the listing of the bid items contained in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by 25 percent or less, payment will be made for the actual quantity of Work performed at the Contract unit price listed in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to Contractor will be determined in accordance with this Section.

1. **Increases of More Than 25 Percent:** If the actual pay quantity of an item of Work exceeds the approximate quantity by more than 25 percent, the amount of Work in excess of 125 percent of the approximate quantity will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item. At the sole option of City, the actual unit cost of the Work involved in such excess will be determined in accordance with Section 3.4 (by mutual acceptance of a lump sum amount) or Section 3.4 (cost of Work, based on time and materials).

If the cost of an item of Work includes fixed costs or overhead, the fixed costs will be deemed to have been recovered by Contractor by the payments made for 125 percent of the approximate quantity at the Contract unit price for the item and in computing the actual unit cost, the fixed costs will be excluded.

When the compensation payable for the quantity of Work performed in excess of 125 percent of the approximate quantity is less than \$5,000 at the Contract unit price, no adjustment in the Contract unit price will be made unless requested in writing by Contractor within 14 days from the date Contractor became aware, or should have reasonably become aware, of the increase in quantity.

2. **Decreases of More Than 25 Percent:** If the actual pay quantity of an item of Work is less than 75 percent of the approximate quantity, an adjustment in compensation will not be made unless Contractor makes a request in writing within 14 days from the date Contractor became aware, or should have reasonably become aware, of the decrease in quantity. If Contractor makes a request, the actual pay quantity of said item of Work performed will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. At the sole option of City, payment for the actual quantity of Work will be made by mutual acceptance of a lump sum amount or cost of Work based on time and materials in accordance with Section 3.4.
3. Payment for the actual pay quantity of such item of Work will in no case exceed the payment which would have been made for the performance of 75 percent of the approximate quantity of such item at the Contract unit price.

3.380 ELIMINATED ITEMS:

If any Contract item of the Work is eliminated in its entirety, payment will be made to Contractor for the actual cost incurred in connection with the eliminated Contract item if incurred prior to the date of notification in writing by City of such elimination.

If acceptable material is ordered by Contractor for an eliminated Contract item prior to the date of notification of such elimination by City, and if orders for such material cannot be canceled, payment for such material will be made at the actual cost to Contractor. In such case, the material shall become the property of City. If the materials can be returned to the vendor and if City so directs, the material shall be returned and Contractor will be paid for the actual cost for returning the material.

The actual costs to be paid by City to Contractor in accordance with this Section will be computed based on Time and Materials in accordance with Section 3.4.

3.385 ALTERNATIVE CONTRACT ITEMS

Items identified as Alternative in the Bid may be deleted entirely or in part at the sole discretion of City. The unit price of an Alternative contract item shall not be subject to adjustment due to any increase or decrease in actual quantity.

See Document 00800 for more detail.

3.390 CHANGE IN CHARACTER OF WORK

If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which the Contractor based the bid price, and if the change increases or decreases the actual unit cost of the changed item as compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following.

The basis of the adjustment in compensation will be the difference between the actual unit cost to perform the work of that item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4; or the adjustment will be as agreed to by the Contractor and the Engineer. The adjustment will apply only to the portion of the work of the item actually changed in character. At the option of the Engineer, the work of the item or portion of item which is changed in character will be paid for by force account as provided in Section 3.4.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining that adjustment shall be excluded from consideration in making an adjustment for that item of work under the provisions in Section 3.3.

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall in no wise be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the limit as provided in Doc. 00700.

3.4 CHANGE IN CONTRACT PRICE

1. General

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor to perform the Work shall be at Contractor's expense without change in the Contract Price.

The Contract Price may only be changed by a change order. Any request for an increase in the Contract Price shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract Price will be valid if not submitted in accordance with this Section.

The value of any Work covered by a change order or of any request for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- A. Where the Work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
- B. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Section 3.4, provided Contractor submits documentation supporting the direct, indirect, overhead and profit components that compromise the lump sum amounts.
- C. On the basis of the cost of Work based on Time and Materials plus a Contractor's fee for overhead and profit, in accordance with this Section.

2. Cost of Work (Based on Time and Materials)

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the project.

3. Labor

The cost of labor used in performing Work by Contractor, a Subcontractor, or other forces, will be the sum of the following:

The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes, not overlapping with the labor surcharge described below. The cost of labor may include the wages paid to foremen when it is determined by City that the services of foremen do not constitute a part of the overhead allowance.

There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.

The amount paid for subsistence and travel required by collective bargaining agreements.

For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions of this Section, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

4. Materials:

The cost of materials used in performing Work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

Trade discounts available to the purchaser shall be credited to City notwithstanding the fact that such discounts may not have been taken by Contractor.

For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by City. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Work Site, whichever price is lower.

If, in the opinion of City, the cost of material is excessive, or Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work Site, less trade discount. City reserves the right to furnish materials for the extra work and no claim shall be made by Contractor for costs and profit on such materials.

5. Equipment:

Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the

rate resulting in the least total cost to City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by City. Contractor may furnish cost data, which might assist City in the establishment of the rental rate.

The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in this Section 3.4, "Labor".

All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to City, in duplicate, a description of the equipment and its identifying number.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

6. Owner-Operated Equipment:

When owner-operated equipment is used to perform Work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions of Section 3.4, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 3.4, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Section 3.4, "Contractor's Fee."

7. Equipment Time:

The rental time to be paid for equipment on the Work shall be the time the equipment is in productive operation on the Work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

- A. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ -hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.

- B. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be half-day of operation.
- C. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.

8. Cost of Work Documentation:

Contractor shall furnish City Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. City will provide the Daily Extra Work Report forms to Contractor. Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

City will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the Work performed, but shall not preclude subsequent adjustment based on a later audit.

Contractor shall inform City when extra work will begin so that City inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact Contractor's ability to receive proper compensation.

9. Detours:

Not applicable

10. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes, which are unique to the construction industry. The following may be considered by City in making estimates for payment for special services:

- A. When City and Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by City, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job-Site, the charges for that portion of the work performed at the off Site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Section 3.4 "Contractor's Fee", herein, a single allowance of ten (10) percent will be added to invoices for special services.

11. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by City, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee". For extra work involving a combination of increases and

decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Sections 3.4, "Cost of Work", herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual and Necessary Cost	Overhead and Profit Allowance
Labor	33 percent
Materials	15 percent
Equipment	15 percent

B. Labor, materials, and equipment may be furnished by Contractor or by the subcontractor on behalf of Contractor: When all or any part of the extra work is performed by a subcontractor, the allowance specified in "Contractor's Fee" shall only be applied to the labor, materials, and equipment costs of the subcontractors to which Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

12. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes identified in Section 3.5, Changes in Contract Time. No adjustments in compensation will be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently, or for causes identified in Section 3.5 Changes in Contract Time.

Compensation for idle time of equipment will be determined in accordance with the provisions in Section 3.4, Owner –Operated Equipment.

13. Force-Account Work

If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant this Section.

Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. City may approve other uses of Force-Account Work.

Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City when 75 percent of the NTE amount has been expended.

Force-Account Work shall be paid as extra Work under this Section. Methods of determining payment for Work and materials provided in this Section shall not apply to performance of Work or

furnishings of material that, in judgment of City, may properly be classified under items for which prices are otherwise established in Contract Documents.

14. Overhead Defined

The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

- A. Routine field inspection of Work proposed
- B. General Superintendence
- C. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
- D. Computer services
- E. Reproduction services
- F. Salaries of project manager, superintendent, timekeeper, storekeeper and secretaries
- G. Home office expenses
- H. Insurance and Bond premiums
- I. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
- J. Estimating
- K. Handling and disposal fees
- L. Other incidental Work

15. Records and Certifications

Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

Further, City will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to this Document.

3.5 Change of Contract Time

A General

The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event-giving rise to the request. Such written notice shall identify the controlling item of work that justifies the time extension, and shall state in reasonable detail the general nature of the request. Notice of the full extent of the request with a supporting time impact evaluation shall be delivered within 25 days after the date of such occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the adjustment requested is the entire adjustment to which Contractor has reason to believe it is entitled

as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Section, and Contractor waives any rights not pursued under this Section.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the progress schedule required herein. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of Contractor. Time extensions (without compensation of any sort) will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for adverse weather caused delays discussed below. Contractor will be notified if City determines that a time extension is not justified.

The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a request is made therefore as provided in this Section. An extension of Contract time will only be granted for days on which (i) Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, and (ii) by excusable occurrences or conditions resulting immediately there from which impact a controlling item of work as determined by City. Excusable delays shall include:

- A. Changes.
- B. Failure of City to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which City is responsible.
- C. Survey error by City.
- D. Suspension of work pursuant to Section 7, Prosecution and Progress of Work.
- E. Occurrences of a severe and unusual nature, including, acts of God, fires, and excusable inclement weather. An “act of God” means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by Contractor, as determined from National Oceanic and Atmospheric Administration (“NOAA”) records for the proceeding 3-year period.
- F. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

B Extensions of Time for Delay Due to Excusable Inclement Weather

Not applicable.

3.6 Changed Site Conditions

In the event that a dispute arises between City and Contractor on whether the conditions materially differ or on Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

3.7 Cost Reduction Incentive

The Contractor may submit to the City, in writing, proposals for modifying the specifications or other requirements of the contract for the sole purpose of reducing the total cost of janitorial services. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards. Cost reduction proposals shall contain the following information:

A description of both the existing contract requirements for performing the work and the proposed changes. An itemization of the contract requirements that must be changed if the proposal is adopted. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4, "Cost of Work." A statement of the time within which the City must make a decision thereon. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section 3.7 shall not be construed to require the City to consider any cost reduction proposal which may be submitted hereunder; and the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the specifications, under consideration by the City for the project, at the time the proposal is submitted or if the proposal is based upon or similar to Standard Specifications, standard special provisions or Standard Plans adopted by the City after the advertisement for the contract, the City will not accept the proposal, and the City reserves the right to make the changes without compensation to the Contractor under the provisions of this section

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

The City shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Engineer, those prices do not represent a fair measure of the value of work to be performed or to be deleted.

The City reserves the right where it deems such action appropriate, to require the Contractor to share in the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the City to deduct amounts payable to the City from any moneys due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order. The change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the City's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order, which effectuates a cost reduction proposal, shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 3.7 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

Contractor may submit to City, in writing, proposals for modifying the Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.

Prior to preparing a written cost reduction proposal, Contractor shall request a meeting with City to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by City and other agencies.

3.8 Dust Control
Not applicable

3.9 Excavation Safety Plans
Not applicable

3.10 Asbestos-Related Work
Contractor’s attention is directed to Section 7058.5 of the Business and Professions Code which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by Contractor’s State License Council to do so.

Contractor’s attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD’s Rule.

When the Contractor reasonably believes to have found asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to City in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, Contractor may be entitled to a time extension (without additional compensation) as provided in Section 3.5, Change in Contract Time.

3.11 Substitutions
This paragraph describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the

subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

CONTRACTOR'S OPTIONS:

For products specified only by reference standard Contractor may select any product meeting that standard.

For products specified by naming one or more products or manufacturers, Contractor may select products of any named manufacturer meeting the Specifications.

If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Document and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

SUBSTITUTIONS:

Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).

Submit separate RFS (and **four** copies) for each product and support each request with:

- A. Product identification.
- B. Manufacturer's literature.
- C. Samples, as applicable.
- D. Name and address of similar projects on which product has been used, and dates of use.
- E. Name, address, and telephone number of manufacturer's representative or sales engineer.
- F. For cleaning methods: Detailed description of proposed method; drawings illustrating methods.

Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

City will not consider substitutions for acceptance (or, in City's sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

- A. Is indicated or implied on submittals without formal request from Contractor.
- B. Is requested directly by Subcontractor or supplier.
- C. Acceptance will require substantial revision of Contract Documents.
- D. Disrupts Contractor's job rhythm or ability to perform efficiently.

Substitute products shall not be ordered without written acceptance of City.

City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

Contractor’s RFS constitutes a representation and warranty that Contractor:

- A. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
- B. Will provide the same warranty for substitution as for specified product, if applicable.
- C. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
- D. Waives claims for additional costs, which may subsequently become apparent.
- E. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

City will review Contractor’s RFS with reasonable promptness and notify Contractor in writing of decision to accept or reject requested substitution. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor’s substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the substitution at no increase in Contract Sum or **Contract Time**, and as a part of substitution proposal

3.12 Hazardous Materials / Waste

Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.

If Contractor encounters contamination, the following provisions and precautionary measures shall be implemented during janitorial services:

Contractor's personnel shall be alert for and immediately report to City any detectable chemical odors, unusual debris, or discolored materials.

If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land).

Disposal requirements: Responsibility of City.

Fees: Responsibility of City.

Transport: Responsibility of City.

3.13 Inert Solids and Plant Materials Recycling

Not applicable

Collection of Debris:

Debris from a project in Cupertino can be collected and disposed of in either a:

- A. Recology Co. bin (call 725-4020 to order), OR
- B. Bin owned by the project's general contractor or demolition contractor, and hauled by a vehicle owned and registered to that contractor; (contractor should be prepared to prove ownership) OR
- C. Private truck with a bed, but no bin

The Recology Company is the only debris bin service provider franchised to do business in Cupertino. Bins from other leasing companies may not be used in Cupertino.

Recyclable Materials

Recyclable materials are to be recycled in containers provided by the City.

3.14 Storm Water Pollution Control

In compliance with the State and Federal regulations regarding storm water management during janitorial services, no waste materials or pollutants will be allowed to enter the storm drainage system. In addition to reducing downstream erosion and sedimentation, keeping pollutants and other debris out of storm drains reduces the direct discharge of materials and wastes to local creeks and San Francisco Bay.

The Contractor shall contain and remove any waste generated by the Contractor's janitorial operation using the appropriate Best Management Practices (BMPs) and shall properly dispose of the waste or pollutants off-site. If solid or liquid waste materials or pollutants originating from the Contractor's operation enter the storm drain system, the Contractor will be required to thoroughly clean up the affected catch basins, storm sewer and storm manholes to the satisfaction of the City. If the Contractor fails to meet the requirements of this section, the City will issue a stop-work notice and take necessary action to require the Contractor to set up the preventive measures or clean up the storm drainage system as the case may be. All costs related to the stop-work action and corrective work shall be solely borne by the Contractor.

The following requirements shall be implemented to prevent the pollution of storm water runoff from construction projects.

General Requirements

Water pollution control work shall conform to the provisions in this Document, the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity No. CAS000002 (NPDES Construction General Permit) and these provisions. For additional information regarding the requirements of the NPDES Construction General Permit, refer to the State Water Resources Control Board web site at <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The Contractor shall be responsible for the costs and liabilities imposed by law as a result of the Contractor's failure or negligence in complying with the provisions set forth in this section. For the purposes of this section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, partial payments due the Contractor under the contract may be retained by the City until financial and legal disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The City will give the Contractor thirty (30) days notice of the City's intention to retain funds from partial payments that may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Provisions.
- C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section for this project shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Storm Water Pollution Prevention Plan Preparation

The Contractor shall incorporate the following Best Management Practices (BMPs), as applicable, into the site-specific Storm Water Pollution Prevention Plan (SWPPP) required for this project.

The following requirements shall be met on all projects within the City of Cupertino.

Non Hazardous Material/Waste Management

- A. CONTRACTOR shall propose designated areas of the project site, for approval by the CITY, suitable for material delivery, storage, and waste collection.

Hazardous Material/Waste Management

- A. The CONTRACTOR shall label and store all hazardous materials in accordance with the City of Cupertino Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.
- B. CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.
- C. CONTRACTOR shall keep an accurate, up-to-date inventory, including Materials Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.
- D. When rain is forecast within 24 hours or during wet weather, the CITY may prevent the CONTRACTOR from applying chemicals in outside areas.
- E. The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.
- F. The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted treatment, storage and disposal facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- G. If the CONTRACTOR'S business office is located in Santa Clara County then the CONTRACTOR may dispose of this waste through the Countywide Household Hazardous Waste Program. Information on this program may be requested by calling (408) 299-7300.

Spill Prevention and Control

- A. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.

- B. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall handle the waste as described in section above.
- C. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- D. The CONTRACTOR shall report any hazardous materials spill by calling 911.

Vehicle/Equipment Maintenance or Cleaning

- A. The CONTRACTOR shall not perform vehicle or equipment maintenance or cleaning on-site or in the street.

Contractor Training and Awareness

- A. CONTRACTOR shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
- B. CONTRACTOR shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
- C. CONTRACTOR shall post warning signs in areas treated with chemicals.

Activity-Specific Requirements

The following requirements shall be met on all projects within the City of Cupertino that include the listed activities.

Dewatering Operations

Not applicable

Paving Operations

Not applicable

Saw Cutting

Not applicable

Traffic Detector Loop Installation and Repair

Not applicable

Concrete, Grout and Mortar Waste Management

Not applicable

Painting

Not applicable

Earthwork

Not applicable

Thermoplastic

Not applicable

Pesticide Usage and Pest Management

Not applicable

SWPPP Implementation

The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the required BMPs.

BMP Maintenance

To ensure proper implementation and function of BMPs, the Contractor shall regularly inspect and maintain required BMPs. The Contractor shall identify corrective actions and the time needed to address any deficient BMPs or reinstate any BMPs that have been discontinued. The Contractor shall keep written records of all BMP inspections, maintenance activities and corrective actions.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing.

SECTION 4. CONTROL OF WORK

4.1 Authority of City

City shall decide all questions, which may arise as to the quality or acceptability of materials furnished and Work performed and rate of progress of the Work, all questions that may arise as to the interpretation of the Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of Contractor. City’s decision shall be final. City shall have authority to enforce and make effective such decisions and orders which Contractor fails to carry out promptly.

4.2 Submittals

Submit, at Contractor’s expense, in duplicate sets, the following items (“Submittals”) required by the Contract :

- Safety Plans
- Operation Plans
- Products Supplied
- Material Safety Data Sheets for all Products Supplied

Submit these Submittals to City for review and approval. Submittals shall include all information requested by each Specification Section. (No partial Submittals.) Incomplete Submittals will be returned not reviewed by City. The data shown on the Submittals shall be complete with respect to performance, materials and similar data to show City the materials Contractor proposes to provide and to enable City to review the information for the limited purposes specified in this Document. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as City may require to enable City to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Documents or this Document. At the time of each submission, give City specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to City, for review and approval of each such variation. If City accepts deviation, City will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

- A. Specified performance criteria, materials, catalog numbers and similar information with respect thereto;
- B. All materials with respect to intended use, shipping, handling, storage, pertaining to the performance of the Work; and
- C. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of safety precautions and programs incident thereto.

Contractor's submission to City of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph, with respect to Contractor's review and approval of that Submittal.

Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

After review by City of each of Contractor's Submittals, one (1) set of material will be returned to Contractor with actions defined as follows:

- A. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
- B. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
- C. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City.
- D. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Make a complete and acceptable Submittal at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first resubmittal, following a Submittal which City determines falls within categories C or D above, does not fall within categories A or B above.

Favorable review will not constitute acceptance by City of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents. City's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed. City's review will not extend the means, methods, techniques, sequences or procedures of safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor’s files, Subcontractors, and vendors.

After City’s review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.

Begin no work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar work.

Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt. Submittals received after 12:00 pm will be considered as received on the following Day. For Fridays, the following day will be considered to be Monday.

Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

All Submittals shall be number-identified by Contractor, prior to submission to City, in accordance with the following:

Sequentially number each Submittal (i.e., “1”, “2”, “3”, etc.) as the basis for number identification of Submittals.

Affix the Submittal number under which each Submittal is made on every copy of product data, sample, certification, etc.

If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review or marked ‘Revise as Noted and Resubmit’), add the suffix designation “A” (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., “B”, “C”, “D”, etc.).

All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by City. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) is given a new number.

Deliver Submittals to City at least 30 Days before dates reviewed Submittals will be needed.

The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information and City’s distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

SUBMITTAL	Contractor Initial Submittal	City Submittal Return
	# of Copies/ Prints/ Samples	# of Copies/ Prints/ Samples
Safety Plans	6	
Operation Plans	6	1
Material Safety Data Sheets	6	1
Products Supplied	4	1
Materials Safety Data Sheets for all Products Supplied	3	1
Other Documents	6	1

Submittal transmittal form, in duplicate, shall contain the following:

- A. Date, revision date, and Submittal log number.
- B. Project name and City's Project number.
- C. Contractor's name, address, and job number.
- D. Specification Section number clearly identified.
- E. The quantity of Product Data, or Samples submitted.
- F. Notification of deviations from Contract Documents.
- G. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
- H. Other pertinent data.

Submittal shall contain the following:

- A. Date and revision dates.
- B. Revisions, if any, identified.
- C. Project Name and Project Number.
- D. The names of:
 - E. Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
 - F. Identification of product material by location within the Project.
 - G. Specification Section number.
 - H. Applicable reference standards.
 - I. Identification of deviations from Contract Documents.
 - J. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

RESUBMISSION REQUIREMENTS:

- A. Revise as required and resubmit as specified for initial Submittals.
- B. Indicate any changes that have been made other than those requested by City.
- C. Submit new Product Data and Samples as required for initial Submittals.

NUMBER OF RESUBMISSIONS:

One (1) reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City's budget. Any additional reexamination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City. Contractor shall pay City (or City may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City.

Schedule of Shop Drawing and Sample Submittals

Not applicable

Safety Program

Prior to the issuance of a Notice to Proceed, submit three (3) copies of Safety Program specific to these Contract Documents to the City.

Progress Schedule

Not applicable

Product Data

Within ten (10) Days after Start Date of the Contract Time, submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

PRODUCT OR CATALOG DATA:

Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:

1. Mark each copy to identify pertinent materials, products, or models.
2. Include applicable MSDS.

SUPPLEMENTAL DATA:

1. Submit number of copies that Contractor requires, plus two (2) copies that will be retained by City.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

Shop Drawings

Not applicable

Samples

Not applicable

Quality Assurance Control Submittals

Not applicable

Project Record Documents

Not applicable

Delay of Submittals

Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

Optional Review Meeting

At the Contractor's request, in order to facilitate the timeliness of the review process, the City may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

Request a meeting date with the City at least ten (10) Business Days in advance.

Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

The meeting shall take place at City's office. City will provide the authorized staff to review and respond on the Submittal information during the meeting.

Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

4.3 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the materials requirements indicated in the specifications. Although sampling, and testing may be considered evidence as to conformity, City shall be the sole judge as to whether the work or materials deviate specifications, and City's decision as to any allowable deviations there from shall be final.

4.4 Order of Work

When required by the Contract Documents, Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

4.5 Drawings and Data to be Furnished by City

Not applicable

4.6 Superintendence

Contractor shall designate, in writing before starting Work, an authorized representative who shall have complete authority to represent and act for Contractor. Said authorized representative of Contractor shall normally be present at the Site of the Work at all times while Work is actually in progress on the Contract. During any period when Work is suspended, arrangements acceptable to City shall be made for any emergency work, which may be required.

Whenever Contractor or an authorized representative is not present on any part of the Work where it may be desired to give direction, orders will be given by City, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by City, not otherwise required by the Specifications to be in writing, will, on request of Contractor, be given or confirmed by City in writing.

Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

4.7 Character of Workers

Any subcontractor, or person employed by Contractor or subcontractor, who fails or refuses to carry out the directions of City, or appears to City to be incompetent or to act in a disorderly or improper manner, shall be removed from the Work immediately on the written request of City, and such person shall not again be employed on the Work.

4.8 Layout of Work and Surveys

Not applicable

4.9 Warranty and Inspection

General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all janitorial services shall be performed in accordance with generally accepted professional standards of good and sound janitorial practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable codes and standards, licenses, and permits, Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of janitorial service where that is specifically shown and expressly required by Contract Documents.

Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

Inspection. City shall at all times have access to the Work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality of performance are in accordance with the requirements and intentions of the Specifications. All Work done and all materials furnished shall be subject to City's inspection and approval.

The day-to-day inspection performed by the various inspectors employed by City shall not constitute approval or ratification of Work improperly done by Contractor. City is the only person authorized to recommend acceptance or rejection of Work and materials.

The presence or absence of an inspector during performance of the Work shall not relieve Contractor of any obligation to fulfill the Contract. It shall be the duty of Contractor to see that all provisions are complied with

in detail, irrespective of the inspection given the Work during its progress by City or representatives of City. Any plan or method suggested to Contractor by City or an inspector, but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of Contractor; and City and City will assume no responsibility therefore.

Should it be considered necessary or advisable by City at any time before Acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of Contractor or subcontractors, Contractor shall pay all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price to compensate Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, Contractor shall, in addition, be granted an appropriate extension of time.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of its absolute obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

A. REJECTION OF WARRANTIES: CITY RESERVES RIGHT TO REJECT UNSOLICITED AND COINCIDENTAL PRODUCT WARRANTIES THAT DETRACT FROM OR CONFUSE REQUIREMENTS OR INTERPRETATIONS OF CONTRACT DOCUMENTS.

4.10 Defective and Unauthorized Work

All Work, which has been rejected, shall be remedied promptly in an acceptable manner at no additional cost to City.

Payment will not be made for any Work extra work done without written authority, and such Work will be - considered as unauthorized. Work so done may be ordered remedied, removed, or replaced.

If Contractor should fail to comply promptly with any order of City made under the provisions of this, City may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof to be deducted from any moneys due or to become due Contractor.

4.11 Construction Equipment and Plant

Not applicable

4.12 Substantial Completion, Final Completion and Final Acceptance

Not applicable

SECTION 5. CONTROL OF MATERIALS

5.1 Source of Supply and Quality of Materials.

Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Provisions. The materials shall be manufactured, handled, and use in a

workmanlike manner to ensure completed work in accordance with the plans and specifications. Materials to be used in the work will be subject to inspection and tests by City or City's designated representative. Contractor shall furnish without charge such samples as may be required.

Contractor shall furnish City a list of Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a City approved form and shall be furnished to City in sufficient time to permit inspection and testing of materials to be furnished from the listed sources in advance of their use. City may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until City is assured by Contractor of the cooperation and assistance of both Contractor and the supplier of the material. Contractor shall assure that City or City's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the State shall not relieve Contractor or Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain Sections or materials incorporated in the work, shall be delivered to City before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by Contractor.

5.2 City-Furnished Materials.

Materials, which are listed as City-furnished materials in the Special Provisions, will be available to Contractor free of charge.

Contractor shall submit a written request to City for the delivery of City-furnished materials at least 5 days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The locations at which City-furnished materials will be available to Contractor free of charge will be designated in the Special Provisions. In those cases said materials shall be hauled to the site of the work by Contractor at Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, City-furnished materials will be furnished to Contractor free of charge at the site of the project. In either case, all costs of handling and placing City-furnished material shall be considered as included in the price paid for the contract item involving the State-furnished material.

Contractor shall be responsible for all City-furnished materials furnished to Contractor, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by Contractor at Contractor's expense. Contractor shall be liable to City for the cost of replacing City-furnished material and those costs may be deducted from any moneys due or to become due Contractor. All City-furnished material that is not used on the work shall remain the property of the City and shall be delivered to City.

City reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

5.3 Storage of Materials

Sections or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

5.4 Defective Materials

All materials which City has determined to not conform to the requirements of the plans and specifications will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by City. No rejected material, the defects of which have been subsequently

corrected, shall be used in the work unless approval in writing has been given by City. Upon failure of Contractor to comply promptly with any order of City made under the provisions in this Section 5, City shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due Contractor.

5.5 Plant Inspection

Not applicable.

5.6 Certificates of Compliance

A Certificate of Compliance may be required by City prior to the use of any materials for which these specifications or the Special Provisions require. In addition, when so authorized in these specifications or in the Special Provisions, City may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of the requirements of the plans and specifications and any material not conforming to the requirements will be subject to rejection whether in place or not.

City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by City.

5.7 State Specification Numbers

Not applicable

5.8 Testing

Not applicable

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITY

6.1 Laws to be Observed

Contractor shall remain informed of and in compliance with all applicable existing and future federal, state, county, and municipal laws, codes, ordinances, rules and regulations, including but not limited to, those cited herein.

6.2 Labor Discrimination

In the performance of the Contract, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code and Sections 12990 et seq. of the Government Code are incorporated herein in full by this reference.

6.3 Employment of Labor

In the employment of labor in the performance of the Contract, City desires that Contractor and all subcontractors shall, wherever possible, give first consideration to residents of the County.

6.4 Prevailing Wages

In accordance with provisions of Section 1773 of the Labor Code, the Director of the California Department of Industrial Relations has determined that janitorial or custodial services of routine recurring or usual nature, is excluded from prevailing wage requirements. The Contractor shall keep fully informed of all existing and future State and Federal laws and City ordinances and regulations, which in any manner affect those engaged or employed in the work. Pursuant to Section 1861 of the Labor Code, Contractor represents

that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.5 Hours of Labor and Work

Eight hours' labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City, \$25 for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each day during which such worker is required or permitted to labor more than 8 hours in violation of Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.

Work hours are typically **11:00 P.M. to 6:00 A.M.**, seven days a week. Janitorial and other required work at parks generally occurs either one hour after dusk or at 10:00pm. No holidays are observed for this contract.

6.6 Apprentices

Not applicable

6.7 Permits and Licenses

Not applicable

6.8 Patents and Copyrights

Contractor shall assume all costs including any costs of defense arising from the use of any copyrighted composition, secret process, patented or unpatented invention, Section, equipment, device, or appliance manufactured, furnished, or used in the performance of the Contract, including their use by City, unless otherwise specifically stipulated in the Specifications.

6.9 Public Safety

Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs and provide such flagging and guards as are necessary in the opinion of City or public agency having jurisdiction, to give adequate warning to the public of janitorial services and of any dangerous condition to be encountered as a result thereof.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under maintenance no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

6.10 Accident Prevention

Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by City the Contractor's environmental safety and health plan. After review by City, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City.

Prior to commencement of Work Contractor shall (1) submit proposals in writing for effectuating provisions for accident prevention, and (2) meet in conference with City to discuss and develop mutual understandings relative to administration of an overall safety program.

During the performance of Work under the Contract, Contractor shall institute controls and procedures for the control and safety of persons visiting the job-Site.

Contractor shall maintain an accurate record of, and shall report to City in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to Work performed under the Contract.

City will notify Contractor of any noncompliance with the foregoing provisions. Contractor shall, after receipt of such notice, immediately take corrective action. If Contractor fails or refuses to comply immediately, the matter will be referred to the proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by Contractor.

Compliance with the provisions of this Section by Subcontractors will be the responsibility of Contractor.

6.11 Explosives and Stream Pollution

This section not applicable to City projects.

6.12 Fire Protection Plan

Not applicable

6.13 Interference with Fire Hydrants, Highways, and Fences

Not applicable

6.14 Preservation of Property

Contractor shall not damage existing improvements, utility facilities, and adjacent property, real and personal. Any damage to improvements or property, whether above or below the ground, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by Contractor. If City requires such repair to be made prior to the execution or continued performance of any part of the Work included in this Contract, City will so notify Contractor who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefore.

When ordered by City to make any such repair, Contractor shall start work thereon within four (4) hours and shall prosecute the same with diligence to completion. Upon failure of Contractor to so comply with such order, or upon Contractor's failure to make immediate emergency repairs reasonably determined by City to be necessary in the best interests of the public, City shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, Contractor.

In an emergency affecting the safety of life or property including adjoining property, Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by City.

6.15 Contractor's Responsibility for Work

Not applicable

6.16 Indemnification

City, and each of their officers, employees, consultants and agents, shall not be liable or accountable in any manner for:

- A Loss or damage that may happen to the Work or any part thereof;
- B Loss or damage to materials, equipment, tools or other things used or employed in performing the Work;
- C Injury, sickness, disease, or death of any person, including, but not limited to, workers and the public; or
- D Damage to property;

- E Resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify, and hold harmless City, and each of their officers, employees, consultants and agents, including, but not limited to, the Council, City and each City representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

With respect to third party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City, and each of their officers, employees, consultants and agents, including, but not limited to, the Council, City representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for its costs and damages resulting there from and withhold such sums from progress payments or other contract monies which may become due.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City to the extent of its active negligence.

6.17 Payment of Taxes

Except as otherwise specifically provided in the Special Provisions, the Contract Prices shall include full compensation for all current and future taxes of any type which Contractor is required to pay, whether imposed by federal, state, or local government, and no tax exemption certificate or any other document designed to exempt Contractor from payment of tax will be furnished to Contractor by City.

6.18 Cooperation with Others

City reserves the right to do other work on or near the Project. Contractor shall cooperate with others and conduct Work so as to facilitate work by City or others and prevent delay, additional expense, or hindrance thereto. Contractor shall request from, and exchange with others, data, and information as necessary to insure proper completion of the project and work of others. Contractor shall furnish copies of correspondence exchanged with other contractors to City.

Contractor shall conduct, adjust, correct, and coordinate Work with work of others so that the Project shall be free of defects.

6.19 Property Rights in Materials

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been used. All such materials shall become the property of City upon being so attached or affixed or upon payment of such 90 percent of the value of materials delivered by Contractor on the ground and not used.

6.20 Rights in Land and Improvements

Nothing in these Specifications shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner, or tenant of such land, structure, or building.

6.21 Title to Materials Found on the Work

Not applicable

6.22 Trespass

Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of Contractor.

6.23 Subcontracting

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 95 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Bid Form, (Document 00400) are preceded by the letters (S), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Subcontracts shall include provisions that the contract between the City and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the City upon written request, and shall be provided to the City at the time any litigation against the City concerning the project is filed.

Before work is started on a subcontract, the Contractor shall file with the City a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

When a portion of the work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the requisition of the City and shall not again be employed on the work.

Contractor shall comply with Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code Violations shall subject Contractor to penalties described in the Act.

In accordance with Section 4107 of the Public Contract Code, City Council or its designated authorized officer is the awarding authority for the purpose of consenting to a substitute subcontractor.

6.24 Tunnel Construction Safety

Not applicable

6.25 Cultural Resources

Not applicable

6.26 Sound Control

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6.27 Site Security

Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures at no cost to City.

6.28 Public Facilities

Whenever practical, Chris Orr – Facilities Supervisor, is to be contacted in advance for coordination / notification (if required) of utility companies. For reference, the following contacts are provided:

- A. Storm drainage lines:
City of Cupertino
- B. Water:
San Jose Water Co., 374 West Santa Clara, San Jose, CA 95113-9971, Phone: 408-279-7900
California Water Co., 949 B Street, Los Altos, CA 94024, Phone: 650-917-0152
- C. Cable:
Comcast, 1900 S. Tenth St., San Jose, CA 95112, Phone: 408-918-3230
- D. Electrical/Gas:
Pacific Gas & Electric, 10900 N. Blaney Ave., Cupertino, CA 95014, Phone: 408-725-2098
- E. Phone:
Pacific Bell/AT&T, 3475 B N. First Street, San Jose, CA 95134, Phone: 408-493-7236
- F. Sanitary:
Cupertino Sanitary, 20833 Stevens Creek Blvd., Suite 104, Cupertino, CA 95014, Phone: 408-259-7071

6.29 Legal Actions against the City

No representative, officer, or employee of City, no member of the governing body of the locality in which the Project is situated, no member of the locality in which City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

6.30 Limit of Liability

City, and each of its officers, the City Council, employees, consultants (including without limitation consulting engineer) and agents including, but not limited to, engineer each other city representative shall

have no liability to contractor for special, consequential, or incidental damages, except to the limited extent that these contract documents or applicable public contracting statutes may specify their recovery.

SECTION 7. PROSECUTION AND PROGRESS OF WORK

7.1 Assignment

The performance of the Contract may not be assigned except upon the written consent of the Council. Consent will not be given to any proposed assignment, which would relieve the original Contractor or surety of their responsibilities under the Contract.

Contractor may assign moneys due, or to become due under the Contract, and such assignment will be recognized by City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by City for the completion of the Work in the event that Contractor should be in default therein.

7.2 Notice to Proceed

The Contract Time will commence to run on the date indicated on the Notice to Proceed. Contractor shall not do any work at the site prior to the date on which the Contract Time commences to run.

7.3 Commencement of Work

Contractor shall not begin Work until receipt from City of the Notice to Proceed, and shall, upon receiving notice, begin Work within the time specified in the notice. The time specified in said notice will allow a period of at least 10 days after the date of said notice for commencement of Work. After receipt of said notice, Contractor shall diligently prosecute the Work to completion. Work is to start on July 1, 2011.

No Work shall begin until the Contract, bonds and certificates of insurance required by Section 2 have been received and approved.

7.4 Work Progress Schedule

Not applicable

7.5 Temporary Suspension of Work

By written order to Contractor, City may suspend the Work wholly or in part for an indefinite period, or for such period as City may deem necessary, for any of the following reasons:

- Failure of Contractor to carry out orders given or to perform any provisions of the Contract; or
- The convenience and benefit of City.

Such suspension shall be effective upon receipt by Contractor of the written order suspending the Work and shall be terminated upon receipt by Contractor of the written order terminating the suspension.

If, under authority of Convenience and benefit of City, as stated above, City orders a suspension of all or a portion of the Work, which is the current controlling operation, it will be cause for a time extension if it affects the controlling item of Work.

7.6 Liquidated Damages

The Contractor understands that he shall pay to the City of Cupertino One Hundred Fifty Dollars (\$150.00) per day, for each and every occurrence that a services item (task as specified in the Technical Provisions) is not completed within the required times per facility. The Contractor further understands that he shall pay to the City of Cupertino One Thousand Dollars (\$1,000.00) per day, for each and every occurrence were all the services at a facility were not completed within the required times per facility. This does not relieve the Contractor from his responsibility of completing the required services that were not completed as scheduled. Any service not completed as scheduled shall be completed at the Contractor's expense and Contractor must respond and have crews at the site within 2 hours from the call back by the City.

7.7 Termination of Control

Failure to supply an adequate working force or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of Contractor's control over the Work and for taking over the Work by City.

7.8 Termination of Contract for Cause

Contractor shall be in default of the Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide City within the ten (10) day period with a written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan).

In the event of termination by City as provided above for cause, Contractor shall deliver to City possession of the Work in its then condition, including but not limited to Project records, cost data of all types, and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of janitorial work, would be consumed or only have salvage value at the end of the janitorial service period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Contract Documents.

In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Section 9 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

7.9 Termination of Contract for Convenience

- A. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination, and except as otherwise directed by City, Contractor shall:
 - 1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
4. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this section;
6. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;
7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in preceding paragraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;
8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
9. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.

C. After receipt of a notice of termination, Contractor shall submit to City its termination claim, in form and with all certifications required by Section 9. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Section. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Section, City's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
2. A reasonable allowance for profit on cost of Work performed as determined in the preceding paragraph, provided that Contractor establishes to City's satisfaction that

Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

3. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
5. Except as provided in this Section, City shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
6. City shall have no obligation to pay Contractor under this Section unless and until Contractor provides City with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
2. Any claim which City may have against Contractor in connection with Contract Documents; and
3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this Section, and not otherwise recovered by or credited to City.

7.10 Contractor's Cost Data

Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 3.3, Change in Work.
- C. Direct costs of extra work in conformance with Section 3.3, Change in Work.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9.
- F. Indirect costs of overhead.

See also section 3.4, Change in Contract Price, regarding cost accounting records for daily extra work.

City shall have the right to inspect, audit, and copy Contractor's books and records related to the Project wherever located, and to inspect the Site, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. Contractor shall maintain in good order and City shall have the right to inspect and obtain copies of the following documents at all times: all Contract Documents, , all Bid Documents, or other cost reduction proposals, all revisions, and all job progress reports and photographs maintained by Contractor.

City or any of its duly authorized representatives shall, from start of work until the expiration of 4 years after filing the Notice of Completion and Acceptance under this Contract or any subcontract under it, have access to and the right to examine any of Contractor's or subcontractor's payrolls, records of personnel, invoices of materials, records of plant and equipment costs, and any and all other directly pertinent books, documents, papers, and records of such Contractor or subcontractors, involving transactions related to said Contract or subcontracts. In the event State or Federal funds are involved in the financing of the project, the State or Federal Government shall have the same rights of inspection as City.

The cost accounting records for this Contract shall be maintained separately from other contracts during the life of this Contract, and for a period of not less than 3 years after the date of acceptance of the Work. If Contractor intends to file claims against City, Contractor shall keep all required cost accounting records until complete resolution of all claims has been reached.

7.11 Coordination with Utilities

Not applicable

7.12 Temporary Facilities

Not applicable

7.13 Project Record Documents

Not applicable

7.14 Preconstruction Conference

City will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work).

Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

City will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

7.15 Weekly Progress Meeting

City will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City.

Meetings shall be held at various City buildings unless otherwise directed by City.

Progress meetings shall be attended by Contractor's job superintendent, City, and others as appropriate to agenda topics for each meeting.

Agenda will contain the following items, as appropriate:

- Review, revise as necessary, and approve previous meeting minutes
- Review of Work progress since last meeting
- Status of Work Schedule and adjustments
- Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
- Other items affecting progress of Work

7.16 Right of Way Delays

Not applicable

SECTION 8. MEASUREMENT AND PAYMENT

8.1 Measurement of Quantities

All Work except Work based on time and materials will be paid for at a contract price per unit of measurement and will be measured by City in accordance with the United States Standard Measures and Metric. Unless otherwise specifically provided, City will compute quantities by a method, which, in City's opinion, is best, suited to obtain an accurate determination.

8.2 Deductions from Payments

City may, at its option and at any time, retain out of any amounts due Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq. of the Civil Code.

8.3 Progress Payment

Unless otherwise agreed, Contractor shall submit to City, on or before the first (1st) day of each month, five (5) copies of a request for payment for the cost of the Work put in place during the period from the 1st day of the previous month to the 30th day of the previous month. Such requests for progress payments shall be based upon prices of all labor and acceptable materials incorporated in the Work up until midnight of the last day of that one month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.

Acceptable materials shall be those materials, which will become a part of the finished construction work. The basis for partial payments of lump sum or other unit Contract items will be determined by Contract between City and Contractor. City shall retain 0 percent of such estimated value of work done and 0 percent of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid, and shall pay to Contractor, while carrying on the Work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract. However, at any time after 50 percent of the Work has been completed, if City finds that satisfactory progress is being made, City may make any of the remaining progress payments in full for actual Work completed, or may withhold any amount up to 0 percent thereof, as City may find appropriate, based on Contractor's progress. No such estimate or payment shall be required to be made when, in the judgment of City, the Work is not proceeding in accordance with the provisions of the Contract, or when, in City's judgment, the total value of the Work done since the last estimate amounts to less than \$1,000. No such estimate or payment shall be considered to be an acceptance of any defective Work or improper materials. All progress estimates and payments shall be subject to correction in the final estimate.

Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of this Document 00700 including updates and revisions. The certification shall be executed by a responsible officer of Contractor.

8.4 FINAL PAYMENT

As soon as practicable after Final Acceptance of the Work, Contractor shall submit to City five (5) copies of a final request for payment for the cost of the Work, which request will show deductions for prior payments and any other amounts to be retained under Section 8.2, Deduction from Payments. The amount determined due, less the amount retained, will be paid. This retained amount will not be due or payable until 35 days after the completion of all of the Work including punch list items and the recording of Notice of Completion and Final Acceptance in the manner provided by law, and until after Contractor has furnished City a release of any and all claims by Contractor or Subcontractors (Document 00650) against City arising by virtue of this Contract, except such claims in definite amounts as Contractor may specifically exempt from the operation of the release and the furnishing of any guaranty.

8.5 Scope of Payment

Payment for all items of Work at the unit or lump sum price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item of Work, and no additional allowance will be made therefore.

Payment for items of Work which are called for in the Specifications or shown on the Drawings but which are not separately identified in the Bid form shall be compensated as part of the bid price of one or more of the items which are listed, and no additional allowance will be made therefore.

8.6 Substitution of Securities In Lieu Of Retention

Not Applicable

8.7 Effect of Payment

Payment will be made by City, based on City's observations at the Sites and the data comprising the Application for Payment. Payment will not be a representation that City has:

- Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
- Reviewed janitorial means, methods, techniques, sequences, or procedures;
- Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

SECTION 9. CLAIMS BY CONTRACTOR

9.1 General

A Contract Interpretation Disputes:

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, Contractor shall give written notice to City. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Specifications shall be referred to City for interpretation and determination. City shall have the right but not the obligation to affirm or disaffirm any City interpretation of the Plans or Specifications, which affirmation or disaffirmance shall be final. All issues regarding the Contract Documents shall be determined by City whose determination shall be final. If Contractor should disagree with City's determination regarding any aspect of the Contract Documents, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work (as defined in following paragraphs) to Final Completion.

B Work Disputes:

Should any dispute arise under the Contract Documents respecting the true value of any Work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra Work which Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by City and its decision shall be final and conclusive. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Section. Under no circumstances shall any Subcontractor or supplier make any direct claim against City.

"Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of the Contract Documents terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed Portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

The provisions of this Section constitute a non-judicial claim settlement procedure, and also a claim presentment procedure by agreement under Section 930.2 of the Government Code, shall survive termination or completion of the Contract Documents, and may not be changed, waived, modified, or its requirements reduced absent a written change order approval by City Council. Contractor shall bear all costs incurred in the preparation and submission of a claim. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days. Any claims presented in accordance with the Government Code shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under Section 9.2, Procedures, below.

Contractor shall impose the claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to Contractor all claims against Contractor and/or City within the times and containing the documentation required by this Section. The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific Portion of the Contract. Government Code Section 930.2 et. seq. applies to this procedure.

9.2 Procedures

Should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and City shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice of the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written notice of Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Section, Contractor shall waive its rights to further claim on the specific issue.

City will review Contractor's timely notice of Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Contract Documents, it shall so notify City, in writing, within seven (7) Days after receiving the decision that a formal claim will be issued. Within thirty (30) Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven (7) Days and all justifying documentation within thirty (30) Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with this Section and shall result in Contractor waiving its claim(s).

Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination. City may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by City to evaluate and decide Contractor's claim.

If Contractor's claims at project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Section 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code. If such claims exceed \$375,000, then Contractor shall prepare a compendium of claims not resolved as a result of these procedures, and submit them in a claim submitted under the Government Claims Act, Government Code Section 901 *et seq.*, for final investigation and consideration of their settlement prior to initiation of any litigation thereon, as required by Government Code Section 945.4. For all claims under or over \$375,000, pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days.

Claims shall be calculated in the same manner as Change Orders per Section 3, Scope of Work. Except where provided by law, or elsewhere in these contract documents, if applicable, City shall not be liable for special or consequential damages. Contractor shall be limited in its recovery on claims to the change order calculations set forth in Section 3, Scope of Work.

9.3 Claim Format

Contractor shall submit the claim justification in the following format: (a) Cover letter and certification of the accuracy of the contents of the claim, (b) summary of claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief, (c) list of documents relating to claim including specifications, Plans, clarifications/requests for information, schedules, cost calculations, and other supporting documents, (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, and (g) attach supporting documents referenced in (c).

9.4 Mediation

All claims not subject to the claim resolution procedures set forth in Section 9.2, Procedures, shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

9.5 Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Section and submission and mediation of a claim as provided in this Section is Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Work. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of the Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppels, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the claim submission and mediation procedures described in this Section is a condition precedent, and a prerequisite within the meaning of Section 930.6 of the Government Code, to the right to commence litigation or to seek to file a Government Code Claim (where applicable) or to commence any other legal action. No claim or issue not raised in a timely protest and timely claim submitted under this Section may be asserted in any Government Code Claim, in any subsequent litigation, or in any legal action. If Contractor fails to raise any claim(s) or issue(s) in a timely protest and timely claim submitted under this Section, then Contractor may not thereafter assert such claim(s) or issue(s) in any Government Code Claim, subsequent litigation, or legal action. City shall not be deemed to have waived any provision under this Section, if at City's sole discretion, a claim is accepted in a manner not in accord with Section.

END OF DOCUMENT

DOCUMENT 00800**SPECIAL CONDITIONS****1. LOCATION OF WORK**

This work is at locations at various City owned facilities and street side containers throughout the City of Cupertino, County of Santa Clara, State of California.

2. SCOPE OF WORK

The work shall consist of providing janitorial services to maintain City owned facilities and street side containers in a clean and healthy manner, as specified herein, or as directed by the City.

3. ESTIMATED QUANTITIES

<u>ITEM BASE BID</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>
1	Street side containers	12	Months
2	Blackberry Farm Retreat Building	12	Months
3	City Hall Building	12	Months
4	Community Hall Building	12	Months
5	Creekside Park Building	12	Months
6	McClellan Ranch Environmental Education Center	12	Months
7	Golf Course Restrooms	12	Months
8	Library Building	12	Months
9	McClellan Ranch Building & Museum	12	Months
10	Monta Vista Recreation & Pre School Buildings	12	Months
11	Park Restrooms	12	Months
12	Portal Park Building	12	Months
13	Quinlan Community Center/History Museum Building	12	Months
14	Senior Center Building	12	Months
15	Service Center Building	12	Months
16	Sports Center Building	12	Months
17	Wilson Park Building	12	Months
18	M-FR Day Porter	12	Months
19	Call Back For Unscheduled or Emergency Cleaning	12	Months

20 Unscheduled Carpet Cleaning

12 Months

4. EXPLANATION OF BID ITEMS

The price bid per unit measure of work shall include all costs of labor, equipment and materials necessary for completing janitorial services in accordance with these specifications. Any item described in these specifications and not specifically listed as a bid item shall be considered as included in the various bid items and no special compensation will be allowed.

Bid Item No.1 Street side containers at Various Locations (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at various Street side containers in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 2 Blackberry Farm Retreat Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at Blackberry Farm Retreat Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 3 – City Hall Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at City Hall in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 4 – Community Hall Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Community Hall in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 5 – Creekside Park Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Creekside Park Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 6 – McClellan Ranch Environmental Education Center (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the McClellan Ranch Environmental Education Center in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 7 – Golf Course Restrooms (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Golf Course Restrooms in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 8 – Library Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Library Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 9 – McClellan Ranch Building & Museum (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the McClellan Ranch Building & Museum in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 10 – Monta Vista Recreation & Pre School Buildings (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Monta Vista Recreation and Pre School Buildings in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 11 – Park Restrooms (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at Park Restroom Buildings at various locations in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 12 – Portal Park Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Portal Park Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 13 – Quinlan Community Center/History Museum Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Quinlan Community Center in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 14 – Senior Center Building (Month):

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Senior Center Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 15 – Service Center Building (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Service Center Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 16 – Sports Center Building (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Sports Center Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 17 – Wilson Park Building (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services at the Wilson Park Building in accordance with these specifications and as specified in the Technical Provision section of the specifications.

Bid Item No. 18 – M-F Day Porter (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services of one employee (day porter) working during the daytime hours of 9:00 AM to 5:30pm, Monday through Friday. Day porter will typically be assigned to the Library Building but, when notified, would respond to any janitorial request at buildings and other locations as described in this contract. Day porter must have reliable source of transportation and phone.

Bid Item No. 19 – Call Back for Unscheduled or Emergency Cleaning (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services when called back for unscheduled or emergency cleaning of a facility. The item includes a one (1) person crew and each call back would be for a minimum of two (2) hours charge. The Contractor would be required to respond within two (2) hours or as arranged with City staff of being notified of requiring services. Contractor is to assume one, two (2) hour call back per month. This bid item is not subject to Document 0700 (General Conditions), paragraph 3.370 Allowable Quantity Variations. This item may be increased or deleted in entirety.

Bid Item No. 20– Unscheduled Carpet Cleaning (Month)

This item is bid per month and shall include all costs of labor, equipment and materials necessary for completing unscheduled shampoo/extractor carpet cleaning. The Contractor would be required to respond and complete the work within 24 hours notice by City staff. Contractor is to assume one, 50 square feet of unscheduled carpet cleaning per month. This bid item is not subject to Document 0700 (General Conditions), paragraph 3.370 Allowable Quantity Variations. This item may be increased or deleted in entirety.

Bid Alternate No. 1 – Sa-Su Day Porter (Month)

This bid alternate item is bid per month and shall include all costs of labor, equipment and materials necessary for completing janitorial services of one employee (day porter) working during the daytime hours of 9:00 AM to 5:30pm, Saturday through Sunday. Day porter will be assigned to the Library Building only. Day porter must have reliable source of transportation and phone. This bid item is not subject to Document 0700 (General Conditions), paragraph 3.370 Allowable Quantity Variations. This item may be increased or deleted in entirety.

5. CONTRACTOR

The unique nature of this Project requires that the Contractor within the past 5 years must have completed 3 Janitorial Service contracts of a similar nature and complexity with a contract amount of at least \$450,000 each.

The Contractor shall not subcontract more than 5% of the total contract price.

The Contractor is required to follow all State, Federal and Local laws, codes, regulations and Ordinances.

6. TIME OF COMPLETION, LIQUIDATED DAMAGES

The Contractor shall diligently prosecute the work to completion as scheduled for each facility and specified in the Technical Provisions. The Contractor further understands that he shall pay to the City of Cupertino One Hundred Fifty Dollars (\$150.00) per day, for each and every occurrence that a services item (task as specified in the Technical Provisions) is not completed within the required times per facility. The Contractor further

understands that he shall pay to the City of Cupertino One Thousand Dollars (\$1,000.00) per day, for each and every occurrence were all the services at a facility were not completed within the required times per facility. This does not relieve the Contractor from his responsibility of completing the required services that were not completed as scheduled. Any service not completed as scheduled shall be completed at the Contractor's expense and Contractor must respond and have crews at the site within 2 hours from the call back by the City.

The amount of liquidated damage shall be deducted by the City from monies due to the Contractor hereunder, or the sureties shall be liable to the City for any excess.

7. PRE-BID CONFERENCE and SITE VISITS

All Contractors are required to attend the pre-bid conference and site visits to walk through the facilities included in these specifications.

All Contractors are required to attend the Pre-Bid Conference and Site Visits, which will be conducted on Wednesday, May 20, 2015 starting at 9:00 AM, and continue on Thursday, May 21, 2015 starting at 9:00 AM, meet at 10300, Cupertino, CA 95014, in Cupertino Community Hall. This will be the Contractors only time that site visits will be allowed to some facilities, except for the sites that are open to the public during business hours.

Sites that will not be visited:

1. Jollyman Park Restrooms
2. Linda Vista Park Restroom
3. Memorial Park Restrooms (2)

These facilities have public areas that can be visited during the hours listed:

4. Library (Public areas only, Library staff areas / offices restricted.)
 - a. Monday thru Tuesday 10:00 am to 9:00 pm
 - b. Wednesday and Thursday 10:00 am to 9:00 pm
 - c. Friday and Saturday 10:00 am to 6:00 pm
 - d. Sunday 12:00 pm to 6:00 pm
5. Quinlan Community/History Museum Center (offices are restricted)
 - a. Monday thru Friday 8:00 am. to 5:00 pm
6. Senior Center (offices are restricted)
 - a. Monday thru Friday 8:00 am. to 5:00 pm
7. Service Center
 - a. Monday thru Friday 6:30 am. to 3:30 pm
8. Sport Center
 - a. Monday thru Friday 6:30 am. to 9:00 pm.
9. Park Restrooms
 - a. 7 days a week 8:00 am to 5:00 pm
10. Street side containers – any time

8. RESPONSIBILITY OF CONTRACTOR

The City assumes no responsibility whatsoever for loss or damage of equipment owned by the Contractor, his agents or employees.

The entire responsibility for any and all injury to the public, to individuals, and to property resulting directly or indirectly from the performance of the work hereunder shall rest upon the Contractor, and he agrees to indemnify and hold the City free and harmless from and against any and all liability, expense, claims, costs, suits and damages arising out of the negligence on the part of the Contractor. All safety orders, rules and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under this contract shall be obeyed and enforced by the Contractor. The Contractor shall comply with all applicable State and local laws, ordinances, codes and regulations.

9. BOND REQUIREMENT

Faithful Performance Bond: It will be necessary for the successful Contractor to furnish a Faithful Performance Bond in the amount equal to three (3) months of the contract price.

Fidelity Bond: It will be necessary for the successful Contractor to furnish a \$5,000.00 bond on every employee performing work on City owned property.

10. GENERAL REQUIREMENTS

All cleaning supplies, equipment and materials shall be provided by the Contractor, unless otherwise stated in the Technical Provisions. All equipment must be properly maintained and meet all State, Federal and Local laws, codes and regulations. The Contractor will also furnish towel, toilet tissue, soap, disinfectant and other items to be used in the rest rooms, unless otherwise stated in Document 00810 Technical Conditions. The various dispensers shall be maintained by the Contractor and emergency supplies of towels, toilet tissue, soap disinfectant and other items shall be stored at each location.

Contractor must provide a Material Safety Data Sheet for all provided products to be kept in the janitor's closet and a copy shall be provided to the Facilities Supervisor, Chris Orr. Whenever new or changed products are introduced, the Contractor shall immediately provide new/revised MSDS information.

Once a week and as needed the Contractor's Account Manager shall tour all buildings with the Facilities Supervisor or his designated representative. The tour shall be scheduled to start at 8:00 AM and may potentially last up to 2 hours. The purpose of this tour is for a visual inspection of work done by the Contractor's staff. At this meeting, the Contractor shall provide a written report of the major tasks that have been completed in the previous week. The Contractors shall also provide a written schedule of major tasks to be completed in the upcoming month for City approval. The City reserves the right to modify the schedule to better benefit the City.

The Contractor should be aware that at some facilities special events, such as weddings, parties, dances, festivals, and etc. are held. Clean up after these events are required at no extra cost to the City when they fall on a regularly scheduled day for services. See Technical Conditions for more particular information.

The use of bonnet cleaning is not allowed on any city carpets.

11. PERSONNEL

The successful bidder is required to supply a list of names and all employees who will be performing the work. The list shall be updated when there are changes in personnel. A fidelity bond in the amount of \$5000.00 is required for each employee performing work.

All employees must wear a uniform shirt with the Contractor name on it and have in their possession a City issued ID badge. All vehicles used for services shall have the Company name on the outside to identify it from a distance of 30 feet.

12. TERM OF THE CONTRACT

The term of this agreement shall be three (3) year from the start date of the agreement. The City shall retain the option to extend the term of the agreement on a year-to-year basis not exceeding two years from the expiration of the original term, for a possible total of five years.

Any such renewal after the first two years shall be accomplished by the City providing a written notice of renewal to the Contractor at least 30 days prior to expiration of the term. Any such renewal shall contain the same provisions as the original agreement, including an increase or decrease in compensation paid to the Contractor. Any increase or decrease in the previous contract price shall be based on the annual percentage change in the Consumer Price Index (CPI) as of June of the year the adjustment is being made. The CPI shall be the San Francisco/Oakland Consumer Price Index for all urban wage earners. There will be no CPI adjustment during the first two-year term of the agreement.

The City shall have the authority to suspend this agreement, wholly or in part, for such period as deems necessary due to unfavorable conditions or to the failure on the part of the Contractor to perform any provisions of this agreement.

13. TEMPORARY SUSPENSION OF CONTRACT

The City Manager shall have the authority to suspend this agreement, wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONTRACTOR to perform any provision of this agreement.

14. PAYMENT

The Contractor shall bill the City at the end of each completed month.

15. QUESTIONS

Any questions regarding these contract documents should be directed to Roger Lee, Assistant Director of Public Works, Department of Public Works, (408) 777-3350. Any questions regarding the technical provisions should be directed to Chris Orr, Public Works Facilities Supervisor, (408) 777-3271. **The last day for technical questions is Wednesday, May 27, 2015 at noon.**

16. STORM WATER POLLUTION CONTROL

See General Conditions (Document 0700)

END OF DOCUMENT

DOCUMENT 00822
Apprenticeship Program

NOT USED
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END OF DOCUMENT

DOCUMENT 00850

TECHNICAL CONDITIONS

1. **STREET SIDE CONTAINERS**
2. **BLACKBERRY FARM RETREAT BUILDING**
3. **CITY HALL BUILDING**
4. **COMMUNITY HALL BUILDING**
5. **CREEKSIDE PARK BUILDING**
6. **McCLELLAN RANCH ENVIRONMENTAL EDUCATION CENTER**
7. **GOLF COURSE RESTROOMS**
8. **LIBRARY BUILDING**
9. **McCLELLAN RANCH BUILDING & MUSEUM**
10. **MONTA VISTA RECREATION & PRE SCHOOL BUILDINGS**
11. **PARK RESTROOMS**
12. **PORTAL PARK BUILDING**
13. **QUINLAN COMMUNITY CENTER/HISTORY MUSEUM BUILDING**
14. **SENIOR CENTER BUILDING**
15. **SERVICE CENTER BUILDING**
16. **SPORTS CENTER BUILDING**
17. **WILSON PARK BUILDING**
18. **M-F DAY PORTER**
19. **CALL BACK FOR UNSCHEDULED OR EMERGENCY CLEANING (2 HOURS PER MONTH)**
20. **UNSCHEDULED CARPET CLEANING (50 SQUARE FEET PER MONTH)**
21. **ALT. NO. 1 SA-SU DAY PORTER**

Environmentally Required Janitorial Services, Cleaners, Methods and Supplies

1.1. Intent

It is the intent of the City of Cupertino to establish a contract for janitorial services, which through the use of cleaning products meets specific standards of environmental performance, results in a lesser impact to public health and the environment than conventional alternatives. Therefore, janitorial cleaning products procured and used among Cupertino's City facilities through the award of this contract, will perform at or beyond the standards established by the City's Environmentally Preferable Purchasing (EPP) Policy, adopted by Cupertino's City Council on July 3, 2007 (Attachment 1) and summarized in these specifications.

1.2. Scope

Cupertino's Climate Action Plan and Environmentally Preferable Purchasing (EPP) Policy commits the caretakers of City infrastructure to seek the highest standard of performance, while maximizing benefits for our employees and environment. Coupled with this Policy is Cupertino's certification through the Santa Clara County [Green Business](#) Program, which serves as a pledge for the City to comply with environmental regulations and implement best management practices to conserve resources, prevent pollution, minimize City, and reduce the City's carbon footprint among all facilities enrolled in the program. The City encourages all bid applicants to demonstrate their commitment to the environment by enrolling in the County's Green Business Program www.greenbiz.ca.gov.

In order to minimize the health and environmental impacts of maintaining clean and healthy facilities, as required by both the City's Climate Action Plan, EPP Policy and Green Business Certification, the City of Cupertino requires the use of environmentally preferable cleaning products and methods that achieve the following aims:

- Protect the quality of Cupertino's ground and surface waters by eliminating the use of chemicals know to contaminate local water resources through toxicity, bioaccumulation or persistence;
- Reduce occupational health hazards for City staff as well as reduce exposure of City residents and visitors to potentially toxic chemicals by purchasing products for use in City operations that do not harm human health or the environment;
- Reduce greenhouse gas emissions by evaluating the life-cycle impacts and economics of products that includes manufacture, transportation, use and disposal;
- Support strong recycling markets through the procurement of products that maximize post consumer recycled content and readily recyclable or compostable materials;
- Reduce materials that are landfilled by favoring the long-term use of products and materials that are durable, repairable and reusable;

1.3. Definitions

The City defines an environmentally preferable cleaning product as one that is registered through one of the following county-required certification agencies. Cleaning chemicals must be certified through Green Seal GS-37, EPA's Design for the Environment (DfE), or EcoLogo™ (Canada's Environmental Choice Program). Products that are not listed through one of these certification agencies will not be allowed to be used as part of this cleaning contract. Product lists submitted by Bidders will be referenced against product lists from the certification agencies. Environmentally Preferable Cleaning Products, outlined in these specifications, are to be used during the entire extent of this contract. Contractor shall use only environmental preferable products in the following categories:

1. General Purpose Cleaners
2. Bathroom Cleaners
3. Glass Cleaners
4. Cleaners/Degreasers

5. Floor Cleaners
6. Floor Care: Finishes and Strippers

Prior to notice to proceed, Bidder must provide a complete list of products, including Material Safety Data Sheets they will use. As stated above, the products must be certified through one of the three certifying agencies listed above. Changes to any products and/or product lists used as part of this contract must be submitted in writing to Chris Orr, Facilities Supervisor (408) 777-3272, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the building.

Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens. Mop heads must be replaced after use for blood and body fluid clean up.

In addition to these products, the selected janitorial contract provider is required to adhere to the standards and practices outlined in the City's Climate Action Plan, Environmentally Preferable Procurement Policy (Attachment 1) and Green Business Certification Requirements (Attachment 2).

Janitorial Cleaning Products Specifications

For the purposes of this Contract the minimum standards established for the performance of these products are based on the Green Seal Standard for *Industrial and Institutional Cleaners* (GS-37), <http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=23> , and the Green Seal Standard for *Industrial and Institutional Floor-Care Products* (GS-40), <http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=28>, wherever possible. A list of certified cleaners meeting these standards is available at <http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=StandardCategory&cid=2>.

2.1. Products

Purchase or require janitorial contractors to supply, industrial and institutional cleaning or disinfecting products (i.e. for janitorial or automotive use) shall at a minimum meet Green Seal or EcoLogo™ (<http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification#cleaning>) certification standards for environmental preferability and performance. Per the City's Green Business Certification (Attachment 2) liquid antibacterial hand soaps or sanitizers will not contain triclosan.

Contractor to utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label" Testing Program – Vacuum Cleaner Criteria (<http://www.carpet-rug.org/CRI-Testing-Programs/CRI-Seal-of-Approval-Program/Vacuums/Certified-Vacuums.aspx>), that are capable of capturing 96% of particulates 0.3 microns in size, and operate with a sound level less than 70dBA. Other janitorial cleaning equipment should be capable of capturing fine particulates, removing sufficient moisture so as to dry within 24 hours, operate with a sound level less than 70dBA, and use high-efficiency, low-emissions engines. Bonnet method of carpet cleaning is not allowed.

Bidders **must** be able to provide products in Categories 1 through 6 that meet Green Seal's standards for *Industrial and Institutional Cleaners* (GS-37) or *Industrial and Institutional Floor-Care Products* (GS-40). These categories include:

1. General Purpose Cleaners
2. Bathroom Cleaners
3. Glass Cleaners
4. Cleaners/Degreasers
5. Floor Cleaners
6. Floor Care: Finishes and Strippers

2.1.1 Paper Supplies

All paper supplies will meet or be certified as meeting Green Seal Paper Towels, Napkins & Tissue Paper Standard (GS-1) or equivalent third-party verified environmental rating criteria AND the following requirements (<http://www.green seal.org/FindGreenSealProductsandServices/Products.aspx?vid=ViewProductDetail&cid=12>):

1. Paper Towels: Minimum 100% post-consumer content, unbleached or processed chlorine free.
2. Toilet Tissue: Minimum 100% post-consumer content, unbleached or processed chlorine free.
3. Seat Covers: Minimum 100% post-consumer content

2.1.2 Cleaning Supplies

All Purpose Cleaner: Window Cleaner, Bathroom Cleaner, and Cleaner/Degreaser: Meet or be certified as meeting Green Seal and Institutional Cleaners Standard (GS-37) or equivalent third-party verified environmental rating criteria (i.e. EcoLogo or NCBC) AND the following requirements:

1. Hand and Liquid Soap: Do not contain triclosan. Not antibacterial, Ph between 6 and 8.5, meet Green Seal GS-41 Criteria:
(http://www.green seal.org/Portals/0/Documents/Standards/GS-41/GS-41_Hand_Cleaners_for_Industrial_and_Institutional_Use_Standard.pdf).
2. Furniture and Wood Polish: meet National consensus-based criteria, similar to Green Seal (GS-37)
3. Carpet Cleaner: Meet or be certified as meeting Green Seal and Institutional Cleaners Standards (GS-37) and comply with California Code of Regulations for maximum allowable VOC content levels.
4. Floor-Care Products: Finishes & Strippers: Meet or be certified as meeting Green Seal and Institutional Floor-Care Product Standard (GS-40).
5. Disinfectant: Certified Green Seal and Instructional Cleaners Standard, (GS-37).
6. Plastic Trash Bags: 100% post-consumer content and shall be clear.
7. Metal: Good Guide or EPA Design For Environment (DfE) required:
Method Stainless Steel Cleaner Polish, Steel for Reel Steel Polish or Wipes; Seventh Generation Stainless Steel Cleaner, Legacy of Clean Metal Cleaner or Ecos Silver Polish.
http://www.goodguide.com/products?category_id=376385-metal-cleaner&sort=overall_rating or
<http://www.epa.gov/dfepubs/projects/formulat/formpart.htm#84>

2.1.3 Special Supplies

1. Granite Floor: Meet or be certified as meeting Green Seal and Institutional Cleaners Standard (GS-37), Green Seal Floor-Care Products Standard (GS-40), Green Seal Approved Stone Floor Cleaner (http://coreproductsc.com/index.php/Stone_Logix), or one of the following EPA DfE Granite Cleaners:
 - Biotech Medical - SpectraSan No Rinse Floor Cleaner
 - Earth Friendly Products - Stone Countertop Cleaner
 - EarthWell Tech - EarthWell Solutions Dynamic Scrubbing Cleanser
 - National Eco Wholesale – Boulder Granite & Stainless Steel Cleaner
 - Trimaco – SuperTuff Multi-Purpose Exterior Eco Wash.

Wood Floor: Meet or be certified as meeting Green Seal and Institutional Cleaners Standard (GS-37), Green Seal Floor-Care Products Standard (GS-40) or equivalent third-party verified environmental rating criteria (i.e. EcoLogo or NCBC).

1. Rubber Flooring: Tuflex TC-1 Cleaner, TF-2 Finish and TS-3 Stripper as per manufacture recommendations. Meet or be certified as meeting Green Seal and Institutional Cleaners Standard (GS-37), Green Seal Floor-Care Products Standard (GS-40) or equivalent third-party verified environmental rating criteria (i.e. EcoLogo or NCBC), such as PortionPac Correct Pac Concentrated pH Neutral Floor Cleaner (see: www.greenseal.org) or alternative.

There may be more supplies listed for the different sites, these supplies will also be required and must meet third-party verified environmental rating criteria, this is only a partial list of supplies required for this contract.

2.2. Bid Requirements Summary:

- Bidders must quote cleaners that are Green Seal certified or equivalent third-party verified environmental certified at the time of bid submission (www.greenseal.org) OR an alternative third-party verified environmental rating criteria.
- The City will not undergo individual evaluation of chemical data to assess compliance with GS-37 and GS-40 standards.
- Bidders may provide multiple quotes for each category.

2.3. Product-Specific Health and Environmental Requirements

Bidders must be able to provide products in Categories 1-6 that meet the Green Seal standards for *Industrial and Institutional Cleaners (GS-37)* and *Industrial and Institutional Floor-Care Products (GS-40)*. The product-specific health and environmental requirements can be found at www.greenseal.org.

2.4. Required Documentation

- Bidders must provide proof of Green Seal certification if the product is not listed on the Green Seal website at the time of bid submission.
- If not Green Seal certified, products must meet an alternative third-party verified environmental rating criteria.
- Bidders must provide Materials Safety Data Sheets (MSDSs) for all products bids for both concentrate, if provided in concentrated form, and ready-to-use product.
- Bidders not able to achieve specified requirements for janitorial cleaning products, must provide a written explanation for product choices that do not meet the environmentally preferable purchasing criteria outlined in this bid document for review by City staff before proceeding with product use. The City will issue a written waiver if this alternative is approved for use on site, at which point the product may be utilized.

2.5. Product Performance Testing

The City of Cupertino may elect to request samples from the suppliers for assessment once the initial bid evaluations are performed. The City's facilities staff will test the products it chooses to evaluate performance from, but not limited to, cleaning effectiveness, ease of use, and odor. Samples will be provided at no charge and only upon the City's request.

2.6. Training

Mandatory Requirements – The selected contractor must provide sufficient training for their personnel for the products and methods outlined in this document that include Green Seal's standard for *Industrial and Institutional Cleaners (GS-37)*.

Required Documentation -

- Description of provided training.
- Identification of the number and expertise of staff and personnel available to conduct such training.
- Description of the support services offered such as a phone number for assistance and the hours during which such a number is accessible.

2.7. Packaging

Bidder's primary packaging for selected janitorial cleaning products should be compliant with Green Seal's standard for *Industrial and Institutional Cleaners (GS-37)*.

Required Documentation - Bidders must specify packaging, recyclable materials, and any percentages of recycled content (particularly postconsumer). Include a description of any vendor "take-back" programs available to minimize packaging and reduce waste generated on site and identify any measures to reduce the amount of overall packaging.

2.8. Labeling Requirements

Contractor selected products must meet the labeling requirements outlined in Green Seal's standard for *Industrial and Institutional Cleaners (GS-37)*.

2.9. Dispensing Equipment

It is desirable that Bidders provide an option for dispensing equipment that reduces worker exposure to chemicals and promotes the appropriate use of the cleaners.

Contractor must provide a description of available equipment and information on the features that reduce risk and exposure. A detailed description of the recommended dilution and/or dispensing system, including benefits, should be included.

PAPER PRODUCT SPECIFICATIONS

3.1. Recycled Content

Per the City's EPP Policy and its Green Business Certification requirements, contractors will purchase products that are 100% post-consumer recycled content for use in all City facilities. If this post-consumer recycled content mix is not available for a given product, the contractor will purchase products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, that contain the highest post-consumer content available, but no less than the minimum recycled content standards established by the U.S. EPA Comprehensive Procurement Guidelines.

3.2. Chlorine-Free

For use in city facilities, contractors will purchase paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives to minimize dioxin formation and other toxic pollutants. Process chlorine free (PCF) paper is the preferred environmental option, whereas elemental chlorine free (ECF) processes should include enhanced processes such as extended and oxygen delignification wherever possible. Successful bidders should supply verification of the paper's chlorine free processing status from either a recognized certifying organization or the pulp and paper manufacturer. If the paper manufacturer busy pulp from another supplier, the pulp's chlorine free status should also be verified.

3.3. Recycled Content

Per 3.1 and the City's EPP Policy and its Green Business Certification requirements, products procured through this contract will contain the highest postconsumer content practicable (100% preferred), using the U.S.EPA's Comprehensive Procurement Guidelines that specify ranges of minimum recycled content standards for diverse categories representing product types (www.epa.gov/epaoswer/non-hw/procure/products.htm).

3.4 Forest Conservation

To the greatest extent practicable, the contractor, acting on behalf of the City of Cupertino, shall not procure wood products, including paper, that originate from forests harvested in an environmentally unsustainable manner. When possible, the City of Cupertino shall give preference to paper products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council certification.

MATERIALS MANAGEMENT: COMPOST, RECYCLING AND CITY PICKUP SPECIFICATIONS

The selected contractor will be responsible for the following actions, required to achieve the goals of the City's Environmentally Preferable Procurement Policy and its Climate Action Plan, as well as maintain its Green Business Certification:

4.1. Maintain the City's three separate waste/materials streams by independently collecting and removing all compost, recyclables, and landfill waste from all identified facilities and placing compost, recyclables and landfill waste in the corresponding container within the trash enclosure per the schedule determined by this Contract. It is the responsibility of this contractor to ensure that all waste/materials streams remain separated during this collection process so as to ensure the City is meeting its regulatory and materials diversion requirements, which serve as a baseline for expanded environmental efforts including its Green Business Certification and Climate Action Plan Goals. "Facility" means the lobbies, the indoor and outdoor public areas, the hallways, the conference rooms, the restrooms, the lunchrooms and kitchens, and the office areas.

4.2. Maintain separate waste/materials streams by independently emptying compost, recyclables and waste among City receptacles, including street side containers, and replace plastic liner only if soiled with wet garbage. *Compost, recyclables and waste is to be properly separated when collected so that each material may be sorted within each larger dumpster or receptacle outside the facility.* Reuse the liner if it remains clean.

4.3. Deliver emptied compost, recyclables and waste to the loading dock area and trash enclosures located at each facility and place in proper bin to ensure successful sorting of these waste streams.

4.4. Maintain loading dock area and trash enclosures (or other areas) free of debris and trash.

4.5. Collect, remove and keep separate all compost and recyclables from the entire facility per the schedule set by the Facilities Manager. Compost includes organic waste. Recyclables include white paper; newspaper; mixed office paper; cardboard; and glass, aluminum and plastic bottles and cans (Attachment 3). If applicable, return emptied totes to original locations, or replace an empty tote for the full tote when removing and taking to the loading dock for emptying.

4.6. Empty compost and single-stream recycling receptacles for glass, aluminum and plastic bottles and cans and replace plastic liner.

4.7. Deliver collected compost and single-stream recyclables to the loading dock area or trash enclosure.

4.8. Place all mixed recyclables in dumpster, tote or other container located in the loading dock area or trash enclosure space labeled for recycling.

4.9. On designated floors or offices, empty recycling receptacles at each desk into separate container for recycling and deliver mixed recyclables to proper dumpster, tote or other designated container in the loading dock area or trash enclosure.

4.10. Remove any cardboard boxes placed next to recycling containers located in central locations (or other) daily or more frequently during times of higher volumes such as a tenant (or new employee) moving in.

4.11. Breakdown, flatten and place all cardboard in dumpster, tote or other container labeled for cardboard recycling.

4.12. Empty additional onsite recycling carts (64-gallon) as requested by the Facilities Supervisor. These requests will be limited to no more than 2 requests per month for 2 containers per request.

4.13. Modify trash and recycling collection procedures as directed by the Facilities Supervisor. Changes will be made by management in coordination with the janitorial service and the trash and recycling collection service. Attend training as directed.

4.14. Revise schedule, location for loading and unloading, sorting or other trash and recycling collection procedures as directed by facilities management.

ENERGY EFFICIENCY AND WATER CONSERVATION SPECIFICATIONS

The selected contractor will support the City in achieving its facility-based energy and water conservation goals by conserving resources during building occupancy. Actions to be implemented by the contractor and staff while on City premises include the following:

- Properly closing doors when entering and exiting the building to ensure that the ambient temperature is maintained within each facility.
- Turning off all lighting when not required for illuminating areas being cleaned. Lighting complete floors or buildings during service is unacceptable.
- Minimizing water use for cleaning purposes, wherever possible.
- Turn off and unplug appliances and cleaning devices when not in use to minimize plug load.
- Promote carpooling and use of alternative transportation to and from City facilities among janitorial staff, whenever possible (www.transit.511.org)

STREET SIDE CONTAINERS

Various locations.

The following services are to be performed after 6:00 PM and before 6:00 AM, two (2) days a week, Tuesday and Friday. All trash to be disposed of at the Service Center trash enclosure, located at 10555 Mary Ave, consistent with requirements outlined in the Environmentally Required Janitorial Services, Cleaners, Methods and Supplies detailed in these provisions. Organics and recyclables collected in trio containers are to remain separated be disposed of separately at the Service Center.

A. Services

1. Empty trash container and install new plastic bag liner. Pick-up any loose papers or debris that is in area around bench and trash can.
2. Bring all trash to dumpsters at the Service Center (10555 Mary Ave.)
3. Service pickup truck must have a roof mounted, emergency-flashing beacon for stopping at street side containers.

B. Estimated Monthly Supplies Provided by Janitor

- | | |
|--|---------|
| 1. Plastic trash bag liners:
40x46 (1.8 mill) | 4 cases |
|--|---------|

C. STREET SIDE CONTAINER LOCATIONS

1. Trio at Stevens Creek Blvd N. side—W. of Tantau Ave
2. Trio at Stevens Creek Blvd N. side—W. of Finch Ave
3. Trio at N. Wolfe E. side— S. of Vallco Parkway
4. Stelling Rd. E. side—N. of McClellan Rd.
5. Stelling Rd. W. side—S. of Stevens Creek Blvd.
6. Stelling Rd. E. side—S. of Stevens Creek blvd.
7. Stevens Creek Blvd N. side—W. of Blaney Ave.
8. Stevens Creek Blvd. S. side—E. of Blaney Ave.
9. Stevens Creek Blvd. S. side—E. of Bubb Rd.
10. Stevens Creek Blvd. S. side—E. of De Anza Blvd.
11. Stevens Creek Blvd. N. side—W. of Portal Ave.
12. Wolf Rd E. side at Valco Mall
13. Wolf Rd. W. side at Valco Mall
14. Majestic Oak Rd. N. side at English Oak Wy.

Blackberry Farm Retreat Building

21979 San Fernando Ave. Cupertino, CA 95014

The following services will be performed after 11:00 PM or when vacated (which ever is first) before 6:00 AM, seven days a week, Monday through Sunday.

Daily Services

1. Vacuum and spot clean carpets.
2. Dust mop and wet mop all tile floors.
3. Empty and clean all waste/ recycling / compost receptacles.
4. Waste/ recyclables/ compost are to be kept separate and placed in the proper location for disposal.
5. Dust all furniture including counter tops, windowsills, wooden benches and baseboards excluding desks.
6. Scrub and disinfect all sinks, commodes, urinals, showers and bathtubs.
7. Mop floors using disinfectant solution.
8. Clean and polish fixtures, dispensers and wipe mirrors.
9. Replace urinal flat screens, when needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers.
10. Scrub kitchen sink, clean counter, outside of refrigerator and stovetop.
11. Additional supply of soap, toilet tissue, toilet seat covers and paper products will be stored at this location.
12. Secure all exit doors and set alarm when leaving building.
13. Site Janitorial Supervisor/Working Foreman must speak and read English. Must be available during working hours.

Weekly Services

1. Wet mop and buff all tile floors on both levels.
2. Spot clean all walls, doors and doorframes for fingerprints and smudges.

Monthly Services

1. Spot clean all walls, doors and doorframes for fingerprints and smudges.
2. Strip and wax all tile floors.

Semi-Annual

(Dates to be approved by the City)

1. Wash all windows inside and cut.

Annual Services

(Dates to be approved by the City)

1. In December, remove all plastic light covers and clean thoroughly of any debris.
2. Wash thoroughly and disinfect all tabletops, table legs and chairs.
3. Extract clean all carpets (date to be scheduled by City)

Estimated Supplies provided by Janitorial Contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Kitchen paper towels, equal to Optima 725 (30 rl/cs): 1 case

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- 5. Hand soap: 1 gal.
- 6. Plastic trash can liners:
 - 24x24 (6 mic): 1 case
 - 40x48 (12 mic/clear): 1 case

Building Size

City Hall Building

10300 Torre Ave. Cupertino, Ca. 95014

The following services are to be performed after 11:00PM or when building is vacated (which ever is later) and before 6:00AM, five (6) days a week, Sunday through Friday.

A. Daily Services

1. Clean brass, windows and doorknobs on all entrance doors.
2. Clean brass rails on stairway.
3. Spot clean all walls, doors, doorframes, and light switches.
4. Dust mop and then damp mop all tile floors, and stairs to lower level.
5. Sweep and vacuum all doormats, both inside and outside.
6. Dust all furniture (except desks) including cabinets, upper binder bins in cubicles, counter tops and windowsills, telephones, etc.
7. Clean main lobby, counters, all inside glass, wood doors, glass doors, inside and outside and wood trim for fingerprints and smudges.
8. Clean and polish drinking fountain.
9. Clean floor, metal walls and railings in elevator.
10. Empty and clean all ashtrays/trash receptacles, directly outside building doors.
11. **Empty and clean waste receptacles/ recyclable/ compost containers and put them in the appropriate bins.** Bins located at trash enclosure in parking lot.
12. Clean and sanitize outside of refrigerators, stovetops, microwaves (inside and out) and all counters.
13. Vacuum all carpeted areas upper and lower levels. Spot clean daily.
14. Scrub and disinfect sinks, commodes and urinals. Mop floors and showers using disinfectant solution. Clean and polish fixtures dispensers and clean mirrors. Replace urinal deodorant screens, when needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers. Polish all chrome dispensers.
15. Check floor drains for foul odors; pour disinfectant in drains as needed.
16. Additional supplies of soaps, paper towels, toilet seat covers and toilet tissue shall be stored at this location for needs that arise during the normal working hours.
17. Clean and sanitize all tables, plastic chairs and counter tops.
17. **A lead person must be on site at all times that can read and speak English.**
18. All interior doors shall be closed and locked as required, and lights turned off. Lock all exit doors and windows, shut off lights and set alarms as instructed.

B. Weekly Services

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.
2. Clean and polish office furniture.
3. Clean and sanitize telephones.
4. Vacuum fabric furniture & spot clean.
5. Clean and disinfect partitions in Restrooms.
6. Clean, disinfect shower ceramic tile in bathrooms.
7. Vacuum edges and corners.

C. Monthly Services

1. Damp wipe plastic and leather furniture.
2. Dust blinds.
3. Vacuum drapes.
4. Dust light fixtures.
5. Vacuum all air vents.

6. Machine scrub floors in restrooms.

D. **Three times a year Services**
(Dates to be approved by City)

1. Wash all windows inside and outside.

E. **Quarterly Services**
(Dates to be approved by City)

1. Strip and reseal all tile/VCT floors.
2. Extract all carpet areas.

F. **Semi Annual Services: Dates to be determined by the City.**
(Dates to be approved by City)

1. Wash thoroughly, and disinfect all plastic tables, plastic chairs.
2. Clean all hanging light fixtures.
3. Remove all light covers throughout building and clean.

G. **Estimated monthly supplies provided by contractor**

- | | |
|--|---------|
| 1. 1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal | |
| 2. 2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal | |
| 3. 3. Disposable toilet seat covers equal to 250 count, | |
| 4. Paper towels equal to Optima 725 2 ply roll: | 4 case |
| 5. Hand soap: | 3 gal. |
| 6. Head/body Shampoo: | 1 gal. |
| 7. Flat urinal screens: | 1 Dozen |
| 8. Trash bag plastic liners: | |
| 24x24 (6 mic) | 1 case |
| 30x37 (10 mic) | 1 case |
| 40x48 (12 mic) | 3 cases |

H. **Building Size**

- | | |
|------------------------------|----------------|
| 1. City Hall (main floor). | 11,520 Sq. Ft. |
| 2. City Hall (terrace level) | 8,300 Sq. Ft. |

Community Hall Building

10350 Torre Ave. Cupertino, Ca. 95014

The following services for the Community Hall are to be performed:

- Days for service will be (7) seven days.
- Hours for service will begin after 11:00 p.m. or when building is vacated, (which ever is later) and to be completed by 6:00 a.m.
- Tuesday night before 5:00 p.m. clean restrooms in addition to the normal night cleaning.

A. DAILY SERVICES

1. Dust and spot clean all furniture.
2. Empty trash/ recycling/ compost containers.
3. Pickup Litter and debris.
4. Sweep and damp mop hard surface floors. Remove any matter that has adhered to the floor.
5. If matter cannot be removed, notify Facility Supervisor.
6. Vacuum entrance mats and carpeted areas.
7. Spot clean all metal trim work, door frames, thresholds, entry push plates and light switches to remove all finger prints, spills and any other marking.
8. Wash all glass surfaces on entrance doors both sides.
9. Clean and sweep outside entrance to the lobby area.
10. Clean outside smoking urns (replacement sand provided by city). Empty trash receptacle.
11. Spot clean wood paneling all smudges and fingerprints to six (6) feet high. (Only clean with Pledge or City approved equal.)
12. Pick up litter and debris.
13. All floors will be spray buffed as needed.
14. Dust and clean Dais (City will approve all cleaning materials prior to use.)
15. Vacuum stage area.
16. Dust around all baseboards, ledges, picture frames and moldings.
17. Wipe and clean all leather furniture with City approved leather cleaner.
18. All cardboard boxes to be folded and placed in the cardboard recycling area located at trash enclosure in the parking lot.
19. All recyclable items must be kept separated and disposed in designated area located at trash enclosure in the parking lot.
20. Trash shall be collected and placed in designated area. Contractor will provide means to transport the trash to enclosure in parking lot.
21. Maintain trash enclosures in parking lot.
22. Lock all doors, windows and shut off lights except for security lighting. Set alarms as instructed.
23. Wash interior and exterior lobby doors and side panels.

WEEKLY SERVICES

1. Remove cobwebs.
3. Scrub and refinish floors with a germicide cleaner.

MONTHLY SERVICES

1. Wash interior and exterior lobby doors and side panels.
2. Edge vacuum carpeting.
3. Dust and clean furniture.

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4. Dust all baseboards, ledges, picture frames, moldings, depositories and window frames.
5. Spot clean all non-wood wall surfaces to six feet.
6. Clean main lobby windows.

QUARTERLY SERVICES

(Dates to be approved by City)

1. Vacuum upholstered furniture.
2. Completely clean wood paneling, with pledge or City approved equal.
3. All carpet areas to be extracted.
4. Strip and wax Kitchen floor

Semi-Annual Services

(Dates to be approved by City)

1. Wash all windows and screens inside and out.

B. Restrooms

DAILY SERVICES (INCLUDING TUESDAY AFTERNOONS)

1. Empty, wipe clean and sanitize all waste/ recycling / compost receptacles.
2. Replenish supplies: towels, tissue, soap and seat covers, etc. Report any dispensers that are damaged and not working
3. Thoroughly sweep and damp mop floors with disinfectant.
4. Check all floor drains for foul odors; pour disinfectant in drains as needed.
4. Clean, disinfect and sanitize seats, bowls and urinals; all surfaces to be wiped dry.
5. Replace urinal flat screens as needed.
7. Clean and sanitize basins wipe dry.
8. Spot wash partitions doors, partition stalls and walls and remove all graffiti.
9. Clean and polish mirrors, shelves and bright work.
10. Damp wipe and dry all ledges.
11. Check floor drains for odors. Pour clean water down all floor drains.
12. Clean and sanitize faucets and other surfaces with disinfectant.

WEEKLY SERVICES

1. Machine scrub floors with germicide cleaner
2. Clean and sanitize tile walls

MONTHLY SERVICES

1. Dust light fixtures above the washbasins.
2. Wash all pipes under basins.
3. Restroom tile floors will be machine scrubbed and waxed.

QUARTERLY SERVICES

7. Perform high dusting and vacuum vents.

C. Special Provisions

1. Any problems or irregularities (i.e. damaged items, vandalism, burglaries, etc.) discovered while servicing the building will be reported to the Facility Maintenance Supervisor immediately.
2. A supervisor/working foreman is required on site during the working hours with the rest of the janitorial staff and must be English speaking.

3. This building is rented out for Special Events such as weddings, parties and meetings for private groups and organizations. These events will be considered normal use for this building.

D. Janitor's Closet

1. Maintain all janitors' closets in a clean and orderly manner.
2. Empty all mop buckets, leaving no standing water.
3. Rinse and hang all mops hooks.
4. Remove all debris from closets.

F. Areas Not Serviced

1. Electrical Room.
2. Telephone Room.

N. Estimated Monthly supplies provided by contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Hand soap: 3 gal
5. Flat urinal screens: 2
7. Plastic trash bag liners:
24x24 (6 mic): 1 case
40x48 (12 mic): 1 case
8. Pledge or City approved equal to be used on wood surfaces: 6 cans

O. Building Size

1. Community Hall: 6,000 Sq. Ft.

Creekside Park Building

10455 Miller Ave. Cupertino, Ca. 95014

The following services shall be performed after 11:00PM and before 6:00AM, or when building is vacated, (which ever is later), seven (7) days a week, Monday through Sunday.

A. **Daily Services**

1. Clean windows and doorknobs on all doors.
2. Spot clean all walls, doorframes, and light switches.
3. Dust mop and then damp mop concrete floors.
4. Empty and clean waste/ recycling/ compost receptacles, bag and take to Service Center for disposal.
5. Empty recyclable containers, bag and take to Service Center and put in appropriate bins.
5. Clean and sanitize outside of refrigerators, stovetops, microwave, scrub, clean sink, all counters and cabinets.
6. Clean and sanitize all tables, counter tops and chairs (chairs that are in use, not stacked).
7. Re-fill paper towels and soap dispenser.
8. A lead person must be on site at all times that can read and speak English.
9. Lock doors and windows shut off lights and set alarms as instructed.

B. **Weekly Services**

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.

C. **Monthly Services**

1. Dust light fixtures.
2. Wipe and vacuum all air vents.

D. **Semi Annual Services**

(Dates to be approved by City)

1. Wash thoroughly, and disinfect all tables, plastic chairs.
2. Wash windows and screens.
3. Clean all hanging light fixtures.
4. Remove all light covers throughout building and clean.

E. **Special Provision**

1. This building is used for Special Events, such as weddings, parties and meetings for private groups and organizations. These events will be considered normal use of this building.

F. **Estimated Monthly Janitorial Supplies Provided by Contractor**

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Trash bag plastic liners:
24x24 (6 mic) 1 case
40x48 (12 mic/clear) 1 case

G. Building Size

1. Creekside Park.

1,000 Sq. Ft.

McClellan Ranch Environmental Education Center

22221 McClellan Road Cupertino, CA 95014

The following services will be performed after 11:00 PM or when vacated (which ever is first) before 6:00 AM, seven days a week, Monday through Sunday.

Daily Services

1. Vacuum and spot clean carpets.
2. Dust mop and wet mop all tile floors.
3. Empty and clean all waste/ recycling / compost receptacles.
4. Waste/ recyclables/ compost are to be kept separate and placed in the proper location for disposal.
5. Dust all furniture including counter tops, windowsills, wooden benches and baseboards.
6. Scrub and disinfect all sinks, commodes and urinals.
7. Mop floors using disinfectant solution.
8. Clean and polish fixtures, dispensers and wipe mirrors.
9. Replace urinal flat screens, when needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers.
10. Scrub kitchen sink, clean counter, outside of refrigerator and stovetop.
11. Additional supply of soap, toilet tissue, toilet seat covers and paper products will be stored at this location.
12. Secure all exit doors and set alarm when leaving building.
13. Site Janitorial Supervisor/Working Foreman must speak and read English. Must be available during working hours.

Weekly Services

1. Wet mop and buff all tile floors.
2. Spot clean all walls, doors and doorframes for fingerprints and smudges.

Monthly Services

1. Spot clean all walls, doors and doorframes for fingerprints and smudges.
2. Strip and wax all tile floors.

Semi-Annual

(Dates to be approved by the City)

1. Wash all windows inside and cut.

Annual Services

(Dates to be approved by the City)

1. In December, remove all plastic light covers and clean thoroughly of any debris.
2. Wash thoroughly and disinfect all tabletops, table legs and chairs.
3. Extract clean all carpets (date to be scheduled by City)

Estimated Supplies provided by Janitorial Contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Kitchen paper towels, equal to Optima 725 (30 rl/cs): 1 case
5. Hand soap: 1 gal.
6. Plastic trash can liners:
 - 24x24 (6 mic): 1 case
 - 40x48 (12 mic/clear): 1 case

Building Size

Golf Course Restrooms

(Restrooms located at Golf Proshop and Golf Course maintenance building adjacent to Blackberry Farm Retreat Building)
22100 Stevens Creek Blvd. Cupertino, CA 95014

The following services are to be performed after dusk and before 2:00AM. Locking of doors, windows and gates to occur within one hour of dusk. Services are seven (7) days a week, Monday through Sunday.

Notice: Do not drive vehicles on footpaths in the parks.

A. Daily Cleaning

1. Empty, wipe clean, and sanitize all receptacles, bag trash and take to Service Center for disposal.
2. Replenish supplies: towels, tissue, soap, seat covers, etc.
3. Report any damaged or non-operational dispensers. Report any vandalism or graffiti.
4. Thoroughly sweep and damp mop floors with disinfectant.
5. Scrub and disinfect sinks, commodes and urinals; all surfaces to be wiped dry.
6. Clean with disinfectant all faucets and under basin piping.
7. Spot clean all walls, partitions, doorframes and light switches.
8. Damp wipe and dry all ledges.
9. Check floor drains for foul odors; pour disinfectant in drains as needed.
10. Remove cobwebs.
11. Sweep entrance to restroom area.
12. Lock all doors, windows and shut off lights.

B. SUPPLIES

1. The City provides paper towels, toilet paper and hands soaps.
2. Supplies are kept at Service Center warehouse, janitorial company will pickup supplies and replenish the park restrooms.

C. ESTIMATED MONTHLY SUPPLIES PROVIDED BY JANITORIAL CONTRACTOR

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Urinal flat screens: ½ dz
5. Plastic trash can liners: 30x37 (10 mic) 3 cases

Library Building 10800 Torre Ave. Cupertino, Ca. 95014

The following services are to be performed after 10:00 PM and before 6:00 AM, seven (7) days a week.

Please note the following:

- County Library will provide all of the paper and plastic products.
- Janitorial Contractor will provide all cleaning products, urinal flat screens, and cleaning equipment (vacuums, mops, etc.) in order to perform all cleaning services.

A. All Common Areas

Lobby, Reception Area, Offices, Work Stations, Stairways, Study Rooms, Book Rack Areas

DAILY

1. Vacuum and spot clean all carpet areas
2. Clean all doormats, inside and outside.
3. Dust and clean vertical surfaces including chairs.
4. Dust window sills, ledges, flat surfaces, moldings, pictures and depositors.
5. Clean spots and marks from all doors, walls and light switches.
6. Dust and clean handrails.
7. Sweep and damp mop hard surface flooring (use appropriate cleaner).
8. Mop, granite polished floor with **Clean Source Daily Cleaner/Conditioner** or approved equivalent.
9. Sweep exit stairs.
10. Empty all waste/ recycling/ compost containers and change liners.
11. Empty and clean all ashtrays/trash receptacles, directly outside building doors.
12. Clean partitions, doors and castings.
13. Clean glass tops with glass cleaner.
14. Remove fingerprints from door glass, walls and partitions.
15. Properly arrange office furniture.
16. All cardboard boxes that are folded and placed in the designated area by the customer. Place in the trash enclosure in the parking lot.
17. Dust tops of all bookracks.
18. Keep all access doors to suites locked while cleaning.
19. Lock designated doors upon completion of work.
20. Leave only designated night-lights on.
21. A lead person must be on site at all times that can read and speak English.

WEEKLY

1. Remove cobwebs.
2. Wash interior and exterior lobby doors and side panels.
3. Clean Telephones.
4. Sweep exit stairs, Tuesday nights.
5. Dust/sweep under book bins.
6. Buff polished granite floor with terry cloth bonnet.
7. Wipe clean outside stainless steel book drop surfaces.
8. Edge vacuum carpeting.

MONTHLY

1. Edge vacuum carpeting.
2. Dust all baseboards, ledges, picture frames, moldings, depositories and windows.
3. Spot clean all wall surfaces to six feet including light switches.
4. Clean and dust light fixtures on top of bookracks.

QUARTERLY

1. Vacuum upholstered furniture.
2. Machine-scrub, strip wax tile / VCT floors.
3. Do all high dusting i.e. Door frames, tops of partitions and wall corners.
4. Clean wall and ceiling vents, grills, and HVAC diffusers.
5. Dust sills, ledges, flat surfaces, moldings and pictures.
6. Clean all baseboards.
7. Polish furniture.
8. Wash all internal glass windows and partitions.
9. Extract all carpets.

B. AQUARIUM

DAILY

1. Clean fingerprints and smudges on front Plexiglas of aquarium. (Note: use only Plexiglas cleaner and cloths provided by the City)

C. ELEVATORS

DAILY

1. Clean and vacuum floors and walls.
2. Vacuum door tracks.
3. Clean elevator doors on all floors.
4. Wipe and polish switch plastics.
5. Wipe all stainless with polish.
6. Keep elevator thresholds clean.
7. Spot clean carpeted floors and walls.

QUARTERLY

1. Dust interior of light plastics.

D. RESTROOMS

DAILY

1. Empty, wipe clean and sanitize all receptacles and dispose of trash.
2. Replenish supplies: towels, tissue, soap, seat covers, etc. Report any damaged dispensers to the Facility Maintenance Supervisor.
3. Thoroughly sweep and damp mop floors with disinfectant.
4. Clean, disinfect and sanitize seats, bowls and urinals; all surfaces to be wiped dry. Replace urinal flat screens and urinal as needed.
5. Clean and sanitize basins and wipe dry.
6. Spot-wash doors, partitions, stalls and walls. Remove graffiti.
7. Clean and polish mirrors, shelves and bright work.
8. Damp wipe and dry all ledges.
9. Check floor drains for foul odors. Pour water down drains daily.
10. Clean and sanitize faucets and other surfaces with disinfectant.
11. County Library will fill and maintain all feminine products machines.

WEEKLY

1. Machine Scrub floors with germicide cleaner.
2. Clean and sanitize tile walls.

MONTHLY

1. Dust light fixtures above wash basins.
2. Wash pipes under basins and other fixtures.

QUARTERLY

1. Perform high dusting and vacuum vents.

E. EMPLOYEES LUNCH ROOM

DAILY

1. Clean and refill all hand towels dispensers.
2. Clean interior and exterior of microwave ovens.
3. Sweep and damp mop floors.
4. Wipe tables and chairs.
5. Clean countertops and cabinets doors.
6. Clean and polish sinks.

7. Clean outside of vending machines and refrigerator.
8. Arrange tables and chairs.
9. Turn off coffeepot burners at end of service day.

WEEKLY

1. Wash and disinfect trashcans.

MONTHLY

1. Strip and wax VCT floors.

F. CENTER COURTYARD

DAILY

1. Pick up all litter and debris.
2. Empty trash containers.
3. Clean tabletops, chairs and benches.

G. FLOOR MAINTENANCE

1. All VCT floors will be spray-buffed as needed.
2. Bathroom tile floors will be machine-scrubbed weekly.
3. All VCT floors will be stripped and waxed monthly.
4. All non-wax floors will be damp-mopped as needed.
5. Machine scrub all stone and tile floors ever quarter.

H. Trash

1. All articles marked, as trash will be removed.
2. Clear plastic liners will be used for security.
3. All cardboard boxes are to be folded and placed in trash enclosure located in parking lot.
4. Recyclable items will be kept separate and disposed in trash enclosure located in parking lot.
5. Trash that is collected will be placed in dumpster in trash enclosure located in parking lot.
6. Contractor will provide means to transport trash to bins located outside of the building.

I. Security

1. Follow appropriate procedures for checking in and out of buildings.
2. Report any security problems immediately to the Facility Maintenance Supervisor.
3. Use clear plastic liners, which can be checked.
4. Clean secured areas upon special arrangements.
5. All interior doors shall be closed and locked as required. Lock all exit doors and windows, shut off lights and set alarms as instructed.

J. Carpet Cleaning

1. All carpeted areas will be extracted 3 times a year (Dates to be determined by the City).

K. Windows

1. Exterior windows (inside, outside and internal glass) will be washed 3 times per year. Date to be determined by the City.
2. The lobby windows will be cleaned monthly at no additional charge.
3. Wash glass doors daily.
4. Wash all internal glass once per week.
5. Remove hard water stains upon request at an additional charge.

L. Special Services

1. A supervisor/working foreman is required on site during the working hours with the rest of the janitorial staff and must read and speak English.

M. Recycling

Daily

1. Recycle all paper, boxes, cans and bottles and place in recycling container located in trash enclosure in parking lot.

N. Janitors Closet

Daily

1. Maintain janitor closet in a clean and orderly manner.
2. Empty all buckets, leaving no standing water.
3. Rinse and hang all mops on hooks.
4. Remove all debris from closet.

O. Areas Not Serviced.

1. Electrical Room.
2. Telephone Room.
3. Aquarium equipment Room.

P. Supplies provided by County Library

1. All paper, plastic products and hand soaps.

Q. Estimated monthly supplies provided by contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,

- | | |
|---|-------------------|
| 1. Stainless steel cleaner and polish. | 1 case |
| 2. Stone and tile PH neutral cleaner. | 2 gal |
| 3. Flat urinal screens: | 1 dz. (quarterly) |
| 4. Clean Source Daily Granite Cleaner/Conditioner | 2 gal |

R. Building Square Footage

- | | |
|------------------|-----------------------|
| 1. First Floor: | 31,400 sq. ft. |
| 2. Second floor: | <u>22,000 sq. ft.</u> |
| | 53,400 sq. ft. |

McClellan Ranch Building & Museum

22221 McClellan Rd. Cupertino, Ca. 95014

The following services will be performed after 11:00 PM or when vacated (which ever is first) before 6:00 AM, three (3) days a week, Monday, Wednesday and Friday.

Daily Services

14. Vacuum and spot clean carpets.
15. Dust mop and wet mop all tile floors.
16. Empty and clean all waste/ recycling / compost receptacles.
17. Waste/ recyclables/ compost are to be kept separate and placed in the proper location for disposal.
18. Dust all furniture including counter tops, windowsills, wooden benches and baseboards.
19. Scrub and disinfect all sinks, commodes and urinals.
20. Mop floors using disinfectant solution.
21. Clean and polish fixtures, dispensers and wipe mirrors.
22. Replace urinal flat screens, when needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers.
23. Scrub kitchen sink, clean counter, outside of refrigerator and stovetop.
24. Additional supply of soap, toilet tissue, toilet seat covers and paper products will be stored at this location.
25. Secure all exit doors and set alarm when leaving building.
26. Site Janitorial Supervisor/Working Foreman must speak and read English. Must be available during working hours.

Weekly Services

3. Wet mop and buff all tile floors on both levels.
4. Spot clean all walls, doors and doorframes for fingerprints and smudges.

Monthly Services

3. Spot clean all walls, doors and doorframes for fingerprints and smudges.
4. Strip and wax all tile floors.

Semi-Annual

(Dates to be approved by the City)

2. Wash all windows inside and out.

Annual Services

(Dates to be approved by the City)

4. In December, remove all plastic light covers and clean thoroughly of any debris.
5. Wash thoroughly and disinfect all tabletops, table legs and chairs.
6. Extract clean all carpets (date to be scheduled by City)

Estimated Supplies provided by Janitorial Contractor

1.
 1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
 2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
 3. Disposable toilet seat covers equal to 250 count,
 4. Kitchen paper towels, equal to Optima 725 (30 rl/cs): 1 case
 5. Hand soap: 1 gal.

City of Cupertino
2015 Contractual
Janitorial Services

- | | |
|------------------------------|--------|
| 7. Plastic trash can liners: | |
| 24x24 (6 mic): | 1 case |
| 40x48 (12 mic/clear): | 1 case |

Building Size

- | | |
|-------------------|---------------|
| 1. Main Building: | 1,405 sq. ft. |
| 2. Museum | 836 sq. ft. |

Monta Vista Recreation & Preschool Buildings

22601 Voss Ave. Cupertino, Ca. 95014

The following services are to be performed after 11:00 PM or when vacated (which ever is later) and before 6:00 AM, seven (7) days a week, Monday through Sunday.

Daily Services

1. Vacuum and spot clean carpets.
2. Clean all doormats, both inside and outside.
3. Dust mop all tile floors.
4. Empty and clean all waste/ recyclable/ compost receptacles.
5. Waste/ recyclables and compost are to be kept separate and placed in the proper location for disposal.
6. Dust all furniture including counter tops, windowsills, wooden benches and baseboards.
7. Scrub kitchen sink, clean outside of refrigerator, microwave, counter tops and stovetop.
8. Scrub and disinfect all sinks, commodes and urinals. Mop floors using disinfectant solution. Clean and polish fixtures, dispensers and wipe mirrors and mirrored wall. Replace urinals flat screens. Replenish soap toilet paper, toilet seat covers and paper towels in dispensers.
9. Check floor drains for foul odors; pour disinfectant in drains as needed.
10. Additional supplies of soap, paper towels, toilet seat covers and toilet tissue will be stored in this location.
11. Secure all exit doors when leaving building.
12. A lead person must be on site at all times that can read and speak English.
13. Site Janitorial Supervisor/Working Foreman must speak and read English. Must be available during working hours.
14. All interior doors shall be closed and locked as required and lights turned off. Lock all exit doors and windows, shut off lights and set alarms as instructed.

Weekly Services

1. Mop and buff all tile floors.
2. Dust windowsills and counters.

Monthly Services

1. Spot clean all walls for fingerprints and smudges.
2. Strip and wax all tile floors.

Semi Annual Services

(Dates to be approved by City)

1. Wash all windows inside and out.
2. Wash thoroughly and disinfect all tabletops, table legs, and chairs.
3. Shampoo area rugs in pre-school, using extraction method only.

Annual Services

(Dates to be approved by City)

1. In December, remove all plastic light covers and clean thoroughly of any debris.
2. Shampoo all carpets using extraction method only (Dates to be determined by City).

Special Provision

1. This building is rented out for Special Events such as weddings, parties and meetings for private groups and organizations. These events will be considered normal use for this building.

Estimated Supplies provided by Janitorial Contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Hand soap: 2 gals.
5. Sanitary bags (wax): 1 cc
6. Urinal flat screens: 1 doz.
7. Plastic trash can liners:
 - 24x24 (6 mic): 1 case
 - 40x48 (12 mic/clear): 1 case

Building Size

Pre-School Building Square Footage	1,308 sq. ft
Main Building Square Footage	10,345 sq. ft.

Park Restrooms

Various Locations

The following services are to be performed after dusk and before 2:00AM. Locking of doors, windows and gates to occur within one hour of dusk. Services are seven (7) days a week, Monday through Sunday.

Notice: Do not drive vehicles on footpaths in the parks.

A. Daily Cleaning

13. Empty, wipe clean, and sanitize all receptacles, bag trash and take to Service Center for disposal.
14. Replenish supplies: towels, tissue, soap, seat covers, etc.
15. Report any damaged or non-operational dispensers. Report any vandalism or graffiti.
16. Thoroughly sweep and damp mop floors with disinfectant.
17. Scrub and disinfect sinks, commodes and urinals; all surfaces to be wiped dry.
18. Clean with disinfectant all faucets and under basin piping.
19. Spot clean all walls, partitions, doorframes and light switches.
20. Damp wipe and dry all ledges.
21. Check floor drains for foul odors; pour disinfectant in drains as needed.
22. Remove cobwebs.
23. Sweep entrance to restroom area.
24. Lock all doors, windows and shut off lights. (At Linda Vista Park, close and lock entrance gate.)

B. SUPPLIES

3. The City provides paper towels, toilet paper and hands soaps.
4. Supplies are kept at Service Center warehouse, janitorial company will pickup supplies and replenish the park restrooms.

C. ESTIMATED MONTHLY SUPPLIES PROVIDED BY JANITORIAL CONTRACTOR

6. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
7. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
8. Disposable toilet seat covers equal to 250 count,
9. Urinal flat screens: ½ dz
10. Plastic trash can liners: 3 cases
30x37 (10 mic)

D. RESTROOM SITES

- | | |
|------------------------------|---------------------------|
| 1. Creekside Park – | 10455 Miller Ave. |
| 2. Jollyman Park - | Dumas Dr. @ Jollyman Rd. |
| 3. Linda Vista Park - | Linda Vista Dr. |
| 4. McClellan Ranch Park - | 22221 McClellan Rd. |
| 5. Memorial Park - | 21121 Stevens Creek Blvd. |
| (2-Restroom Facilities) | |
| 6. Monta Vista Rec. Center - | 22601 Voss Ave. |
| (Outside Restrooms) | |
| 7. Portal Park - | 19810 Portal Ave. |
| (Outside Restrooms) | |
| 8. Wilson Park - | 19784 Wintergreen Dr. |
| (2-Restroom Facilities) | |

Portal Park Building
19810 Portal Rd. Cupertino, Ca. 95014

The following services are to be performed after 11:00PM and before 6:00AM, five (5) days a week, on Sunday through Thursday. Portal Park building is closed Saturday and Sunday.

A. Daily Services

1. Vacuum entrance mats
2. Dust mop and wet mop all tile floors.
3. Empty and clean all waste/ recycling / compost receptacles.
4. Waste and recyclables are to be kept separate and placed in the proper location for disposal.
5. Dust all furniture including counter tops, windowsills, wooden benches and baseboards.
6. Scrub sink, clean outside of refrigerator, counter tops and stovetop.
7. Secure all exit doors when leaving building.
8. A lead person must be on site at all times that can read and speak English.

B. Weekly Services

1. Spot clean all walls, doors and doorframes.
2. Buff tile floors.

C. Monthly Services

1. Strip and wax all tile floors.

D. Semi-Annual

(Dates to be approved by the City)

1. Wash all windows inside and out.

E. Annual Services

(Dates to be approved by the City)

1. In December, remove all plastic light covers and clean thoroughly of any debris.
2. Wash thoroughly and disinfect all tabletops, table legs and chairs.

F. Estimated supplies provided by Janitorial Contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Hand soap: 1 gal
5. Plastic trash can liners:
 - 24x24 (6mic): 1 case
 - 40x48 (12 mic/clear) 1 case

G. BUILDING SQUARE FOOTAGE

1. Portal Park Building: 1,308

**Quinlan Community Center
Including History Museum**
10185 N. Stelling Rd. Cupertino, Ca. 95014

The following services shall be performed after 11:00PM and before 7:00AM, or when building is vacated (which ever is later), seven (7) days a week, Monday through Sunday.

A. Daily Services

1. Clean brass, windows and doorknobs on all entrance doors.
2. Spot clean all walls, doors, doorframes, and light switches.
3. Dust mop and then damp mop all tile floors.
4. Dust mop all hardwood floors throughout.
5. Dust all furniture including cabinets, counter tops and windowsills, etc.
6. Empty and clean all ashtrays directly outside building doors.
7. Empty and clean waste/ recycling/ compost receptacles, put trash in appropriate bin in trash enclosure located near kitchen.
8. Empty recyclable containers and put them in the appropriate bins located at trash enclosure, near kitchen.
9. Maintain trash enclosure in a clean orderly manner; pick up loose paper and debris.
10. Clean and sanitize outside of refrigerators, freezers, stovetops, dishwasher, ice machine, microwave and all counters.
11. Vacuum and spot clean all carpeted areas.
12. Clean all doormats, both inside and outside.
13. Scrub and disinfect sinks, commodes and urinals. Mop floors using disinfectant solution. Clean and polish fixtures dispensers and clean mirrors. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers. Polish all chrome dispensers.
14. Check all floor drains for foul odors; pour disinfectant in drains as needed.
15. Additional supplies of soaps, paper towels, toilet seat covers and toilet tissue shall be stored at this location.
16. Clean and sanitize all tables, counter tops and chairs (chairs that are in use, not stacked).
17. Clean all white boards and chalk boards.
18. Maintain all janitors' closets in a clean and orderly manner.
19. A lead person must be on site at all times that can read and speaks English.
20. Lock doors, windows and shut off lights and set alarms as instructed.

B. Weekly Services

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.
2. Clean and polish office furniture.
3. Clean and sanitize telephones.
4. Vacuum fabric furniture & spot clean.
5. Clean and disinfect partitions in Restrooms.
6. Vacuum edges and corners.
7. Damp mop and clean all hardwood floors, with Surtec Heavy Duty Cleaner.
8. Scrub and buff craft room floor.

C. Monthly Services

1. Damp wipe plastic and leather furniture.
2. Dust blinds.
3. Vacuum drapes.
4. Dust light fixtures.
5. Vacuum all air vents.
6. Clean all wood floors with Surtec Heavy Duty Cleaner and finish with Surtec Hi Solids Floor Finish.
7. Extract Social Room carpet.

8. Strip and wax all vinyl floors in Day Care, Craft Rooms, Cupertino Room and Hallways.
9. Machine scrub with germicide cleaner all bathroom floors.

D. THREE TIMES A YEAR SERVICES

(Dates to be approved by City)

1. Wash all windows inside and out.
2. Extract carpets in Social Room.

E. QUARTERLY SERVICES

(Dates to be approved by the City)

1. Wet mop, strip and reseal all tile floors (**CAREFREE MATTEE Floor Finish**).
2. Extract area rugs in Pre School.
3. Strip and reseal all hardwood floors with Surtec Ultra Strip Super Concentrate and Surtec Hi Solids Floor Finish.

F. SEMI ANNUAL SERVICES

(Dates to be approved by the City)

1. Wash/scrub thoroughly, and disinfect all tables, plastic chairs.
2. Clean all hanging light fixtures.
3. Remove all light covers throughout building and clean.
4. Shampoo/extract all carpets. (Dates to be determined by City.)

G. SPECIAL PROVISION

1. This building is rented out for special events such as weddings, parties and meetings or private groups and organizations. These events will be considered normal use for this building.

H. ESTIMATED MONTHLY SUPPLIES - PROVIDED BY JANITORIAL CONTACTOR

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Urinal flat screen: 1 dz.
5. Liquid soap, mild abrasive: 6 gals.
6. Plastic trash bag liners:
24x24 (6 mic): 1 case
40x48 (12 mil/clear): 4 cases
7. **Surtec** FP 575 Hi solids floor finish: 2 gals.
8. **Surtec** ST 237 Ultra strip super conc.: 1 gal.
9. **Surtec** HC 150 Heavy Duty Cleaner: 2 gals.
10. Diversey CAREFREE MATTEE Floor Finish (5104757) 5 gals.
(for vinyl floor)

I. Building Size

1. **Quinlan Community Center.** 27,135 Sq. Ft.

Senior Center

21251 Stevens Creek Blvd. Cupertino, Ca. 95014

The following services shall be performed after 11:00PM and before 6:00 AM, or when building is vacated (which ever is later), seven (7) days a week, on Monday through Sunday.

A. Daily Services

1. Clean brass, windows and doorknobs on all entrance doors.
2. Spot clean all walls, doors, doorframes, and light switches.
3. Dust mop and then damp mop all tile floors.
4. Dust mop all hardwood floors throughout.
5. Dust all furniture including cabinets, counter tops and windowsills, etc.
6. Empty and clean all ashtrays directly outside building doors.
7. Empty and clean waste\ recycling\ compost receptacles.
8. Empty recyclable containers and put in them in the appropriate bins, in the trash enclosure in parking lot.
9. Clean and sanitize outside of refrigerators, freezers, stovetops, dishwasher, ice machine, microwave and all counters.
10. Vacuum and spot clean all carpeted areas.
11. Scrub and disinfect sinks, commodes and urinals. Mop floors using disinfectant solution. Clean and polish fixtures dispensers and clean mirrors. Replenish soap, toilet paper toilet seat covers and paper towels in dispensers. Polish all chrome dispensers.
12. Check all floor drains for foul odors; pour disinfectant in drains as needed.
13. Clean and sanitize telephones.
14. Additional supplies of soaps, paper towels, toilet seat covers and toilet tissue shall be stored at this location, (Large janitorial Closet).
15. Clean and sanitize all tables, counter tops and chairs (chairs that are in use, not stacked).
16. Dust computer monitors in computer lab.
17. Clean all white boards
18. Maintain janitors closets in a clean orderly manner
19. A lead person must be on site at all times that can read and speaks English.
20. Lock doors, windows and shut off lights and set alarms as instructed.
21. Dust computer monitors in computer lab.

B. Weekly Services

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.
2. Clean and polish office furniture.
3. Vacuum fabric furniture & spot clean.
4. Clean and disinfect partitions in Restrooms.
5. Vacuum edges and corners.
6. Damp mop and clean all hardwood floors with Surtec Heavy Duty Cleaner.

C. Monthly Services

1. Damp wipe plastic and leather furniture.
2. Dust blinds.
3. Vacuum drapes.
4. Dust light fixtures.
5. Vacuum all air vents.
6. Clean all wood floors with Surtec Heavy Duty Cleaner and finish with Surtec Hi Solids Floor Finish.
7. Machine scrub restroom floors with germicide cleaner.
8. Machine scrub Kitchen floor.

D. **Three times a year Services**
(Dates to be approved by City)

- 1. Wash all windows and screens inside and outside.

E. **Quarterly Services**
(Dates to be approved by City)

- 1. Strip and reseal all VCT, Tile and Vinyl floors.
- 2. Strip and reseal all hardwood floors with Surtec Ultra Strip Super Concentrate and Surtec Hi Solids Floor Finish.
- 3. Shampoo all carpets using extraction method only. (Date to be determined by the City)

F. **Semi Annual Services**
(Dates to be approved by the City)

- 1. Wash thoroughly, and disinfect all tables, plastic chairs.
- 2. Clean all hanging light fixtures.
- 3. Remove all light covers throughout building and clean.

G. **Annual Services**
(Dates to be approved by the City)

- 1. In August, there will be a detailed clean up of building. Strip and wax all floors, shampoo/extract all carpets. Complete cleaning of all windows, screens, inside and out. Wipe down of all woodwork.

H. **Special Provisions**

This building is rented out for special events such as weddings, parties and meetings for private groups and organizations. These events will be considered normal use for this building.

I. **Estimated monthly supplies provided by Contractor**

- 1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625” X 9.5” or equal
- 2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5” x 3.75” X 550 or equal
- 3. Disposable toilet seat covers equal to 250 count,
- 4. Liquid soap, mild abrasive: 3 gal
- 5. Urinal flat screens: 1 dz
- 6. Sanitary bags, wax: 1 case
- 7. Plastic trash liners:
24x24 (6 mic): 1 case
30x37 (10 mic/clear): 1 case
40x48 (12 mic/clear); 3 cases
- 8. **Surtec** FP 575 Hi Solids floor finish: 1 gal
- 9. **Surtec** ST 237 Ultra strip super conc.: ½ gal
- 10. **Surtec** HC 150 Heavy Duty Cleaner: 1 gal

I. **Building Size**

- 1. **Senior Center** 15,500 Sq. Ft.

Service Center

10555 Mary Ave. Cupertino, Ca. 95014

The following services will be performed after 11:00 PM and before 6:00 AM, five (6) days a week, Sunday through Friday.

A. Daily Services

1. Clean sliding glass windows in lobby office area and front and rear entrance doors.
2. Clean and buff to a high shine ceramic tile in entryway.
3. Spot clean all walls, doors, doorframes, and light switches.
4. Dust mop and then damp mop all tile floors.
5. Dust all furniture including cabinets, counter tops and windowsills, etc.
6. Empty and clean all ashtrays directly outside building doors.
7. Empty and clean waste/ recycling/ compost receptacles.
8. Empty recyclable containers and put in them in the appropriate bins.
9. Scrub and clean kitchen sink, outside of refrigerator, counters, microwave, stovetop and tables.
10. Vacuum and spot clean all carpeted areas.
11. Scrub and disinfect sinks, commodes and urinals. Mop floors and clean showers using disinfectant solution. Clean and polish fixtures dispensers and clean mirrors. Replace urinal deodorant screens, when needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers. Polish all chrome dispensers.
12. Check all floor drains for foul odors; pour disinfectant in drains as needed.
13. Additional supplies of soaps, paper towels, toilet seat covers and toilet tissue shall be stored at this location.
14. Clean and sanitize all tables and chairs (chairs that are in use, not stacked).
15. A lead person must be on site at all times that can read and speaks English.
16. Lock doors and windows shut off lights and set alarms as instructed.
17. Clean and disinfect partitions in restrooms.

B. Weekly Services

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.
2. Buff all tile floors, move furniture while buffing to clean under furniture.
3. Clean and polish office furniture.
4. Clean and sanitize telephones.
5. Vacuum fabric furniture & spot clean.
6. Scrub shower ceramic tile in bathrooms.

C. Monthly Services

1. Damp wipe plastic furniture.
2. Dust blinds.
3. Dust light fixtures.
4. Vacuum and wipe all air vents.
5. Clean door kick and hand plates with brass cleaner.
6. Machine scrub and seal all VCT floors.

D. Quarterly Services

(Dates to be determined by the City)

1. Wet mop, strip and reseal all tile floors.
2. Extract all carpet areas.

E. **Semi Annual Services**

(Dates to be determined by the City)

1. Wash thoroughly, and disinfect all tables, plastic chairs.
2. Wash all windows and screens.
3. Clean all hanging light fixtures.
4. Remove all light covers throughout building and clean.

F. **Estimated monthly supplies provided by Contractor**

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
4. Flat urinal screen: 1 dz
5. Hand soap: 3 gal
6. Head and body shampoo: 1 gal
7. Plastic trash can liners:
24x24 (6 mil): 1 case
40x48 (12 mil/clear): 2 cases
8. Kitchen paper towels equal to Optima 725 2 ply roll: 3 cases

G. **Building Size**

1. **Service Center** 7,500 Sq. Ft.

Sports Center

21111 Stevens Creek Blvd. Cupertino, Ca. 95014

The following services are to be performed after 11:00PM and before 6:00AM, or when building is vacated (which ever is later), seven (7) days a week, on Monday through Sunday.

A. Daily Services

1. Clean brass, windows and doorknobs on all entrance doors.
2. Spot clean all walls, doors, doorframes, and light switches.
3. Wipe down outside of refrigerator.
4. Dust mop and then damp mop all tile floors.
5. Dust mop all hardwood floors throughout.
6. Damp mop rubber exercise flooring.
7. Dust all furniture including cabinets, counter tops and windowsills, etc.
8. Damp wipe exercise equipment and mats using antiseptic cleaning liquids.
9. Clean all mirrors in Aerobics/Yoga room and exercise area.
10. Empty and clean waste\ recycling\ compost receptacles. Change liners.
11. Empty recyclable containers and put in them in the appropriate bins, located in parking lot.
12. Vacuum and spot clean all carpeted areas.
15. Scrub and disinfect sinks, commodes and urinals. Mop floors using disinfectant solution.
16. Clean and polish fixtures dispensers and clean mirrors. Replace urinal flat screens, as needed. Replenish soap, toilet paper, toilet seat covers and paper towels in dispensers. Polish all chrome dispensers.
15. Check all floor drains for foul odors; pour disinfectant in drains as
16. Clean, polish and disinfect drinking fountains.
17. Dust and clean all handrails.
18. Sweep all stairways and maintain clear of obstacles.
19. Additional supplies of soaps, paper towels, toilet seat covers and toilet tissue shall be stored at this location.
20. Clean and sanitize all tables, counter tops and chairs (chairs that are in use, not staked).
21. A lead person must be on site at all times that can read and speaks English.
22. Lock doors and windows, close outside gates, shut off lights and set alarms as instructed.

B. Three times per week Services (Monday, Wednesday and Friday)

1. Empty trash containers in patios and in-between tennis courts. (approx. 20 containers)
2. Take out wheeled recycle bins to trash enclosure. Replace empty bins.

C. Weekly Services

1. Dust wall fixtures, tops of door and window frames, corners and baseboards.
2. Clean and polish office furniture.
3. Clean and sanitize telephones.
4. Vacuum fabric furniture & spot clean.
5. Clean and disinfect partitions in Restrooms.
6. Vacuum edges and corners.
7. Damp mop and clean all hardwood floors with Surtec Heavy Duty Cleaner.
8. Machine scrub, clean and disinfect all tile in bathrooms and locker rooms.
9. Check air freshener in bathrooms and change as needed.
10. Clean rubber flooring in exercise area with Tuflex TC-1 Cleaner as per manufacture recommendation.

D. Monthly Services

1. Damp wipe plastic and leather furniture.

- 2. Dust blinds.
- 3. Vacuum drapes.
- 4. Dust light fixtures.
- 5. Vacuum all air vents.
- 6. Clean tops of lockers.
- 7. Clean all hardwood floors with Surtec Heavy Duty Cleaner and finish with Surtec Hi Solids Floor Finish.

E. Three Times Per Year
(Dates to be approved by the City)

Strip and wax Red Floor.

F. Three Times Per Year Service
(Dates to be approved by the City)

- 1. Wash all windows inside and outside.

G. Quarterly Services
(Dates to be determined by City)

- 1. Wet mop, strip and reseal all tile floors.
- 2. All common areas carpets (hallways, lobby and conference rooms) will be shampooed/ extracted.
- 3. Strip and reseal all hardwood floors with Surtec Ultra Strip Super Concentrate and Surtec Hi Solids Floor Finish.

G. Semi Annual Services
(Dates to be determined by the City)

- 1. Wash thoroughly, and disinfect all tables, plastic chairs.
- 2. Wash all windows and screens inside and outside.
- 3. Remove all light covers throughout building and clean.

H. Estimated Monthly Average use of supplies

- 1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
- 2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
- 3. Disposable toilet seat covers equal to 250 count,
- 4. Liquid soap, mild abrasive: 3 gal
- 5. Head/body shampoo: 10 gal
- 6. Flat urinal screens: 1 dz
- 7. Sanitary bags (wax) 1 case
- 8. Trash liners:
 - 24x24 (6 mil): 1case
 - 40x48 (12 mil/clear): 5 cases
- 9. T.C. orange squeeze Air Freshen: 2 cans
- 10. Surtec FP 575 Hi Solids Floor Finish: 1 gal
- 11. Surtec ST 237 Ultra Strip Super conc.: ½ gal
- 12. Surtec HC 150 Heavy Duty Cleaner: 1 gal
- 13. Tuflex TC-1 Cleaner: 5 gal

I. Building Size

- 1. **Sports Center** **15,500 Sq. Ft.**

Wilson Park Building

19784 Wintergreen Dr. Cupertino, Ca. 95014

The following services will be performed after 11:00 PM and before 6:00 AM, five (5) days a week, Sunday through Thursday.

A. Daily Services

1. Vacuum entrance mats
2. Dust mop and wet mop all tile floors.
3. Empty and clean all waste/ recycling/ compost receptacles.
4. Waste and recyclables are to be kept separate and brought to Service Center for proper disposal.
5. Dust all furniture including counter tops, windowsills, wooden benches and baseboards.
6. Scrub sink, clean outside of refrigerator, counter tops and stovetop.
7. A lead person must be on site at all times that can read and speak English.
8. Lock doors, windows, shut off lights and set alarms as instructed.

B. Weekly Services

1. Spot clean all walls, doors and doorframes.
2. Buff tile floors.

C. Monthly Services

1. Strip and wax all tile floors.

D. Semi Annual Services

(Dates to be approved by the City)

1. Wash all windows inside and cut.

E. Annual Services

(Dates to be approved by the City)

1. In December, remove all plastic light covers and clean thoroughly of any debris.
2. Wash thoroughly and disinfect all tabletops, table legs and chairs.

F. Estimated monthly supplies provided by Janitorial Contractor

1. Multifold Paper Hand Towels Allied West Paper 80759 Size 10.625" X 9.5" or equal
2. Toilet paper 2 ply TORK TM6180 Sheet Size 4.5" x 3.75" X 550 or equal
3. Disposable toilet seat covers equal to 250 count,
2. Hand soap: 1 gal
3. Plastic trash can liners:
24x24 (6mil): 1 case
40x48 (12 mil/clear) 1 case

G. Building Size

1. Wilson Park Building: 1,308 sq. ft.

M-F Day Porter

The hours of service will be from 9:00 AM to 5:00 PM, five (5) days a week, on Monday through Friday.

The main responsibility of the Day Porter will be dusting at the Library Building but, when notified, would respond to any janitorial request at buildings and other locations as described in this contract.

The Day Porter will need to have his own transportation and phone to respond to requests as needed.

Sa-Su Day Porter (Alt. No. 1)

The hours of service will be from 10:00 AM to 6:00 PM, on Saturday; Noon to 6:00 PM on Sunday.

The main responsibility of the Sa-Su Day Porter will be performing janitorial services at the Library Building

The Sa-Su Day Porter will need to have his own transportation and phone to respond to requests as needed.